

City Council Meeting Notice

Governing Body: City Council of Boone, Iowa

Date of Meeting: November 3, 2025

Time of Meeting: 6:00 P.M.

Place of Meeting: City Council Chambers
(923 8th Street, Second Floor)

The City will have this meeting available via Zoom. To join the meeting via internet and/or phone please use the link and/or phone number below. If your computer does not have a mic and you wish to speak, you will have to call in.

<https://us06web.zoom.us/j/81982482003?pwd=pOAT57tlDJrjInTo11Njx6X48okCQR.1>

Meeting ID: 819 8248 2003

Passcode: 526496

Phone: 1-301-715-8592 or 1-253-215-8782

1. ROLL CALL
2. APPROVAL OF AGENDA
3. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS
 - A. Public Hearing on the Matter of the Adoption of Plans, Specifications, Form of Contract and Estimate of Cost for the Construction of the Water Treatment Plant Ground Storage Reservoir Rehabilitation.
 1. 3444 – Resolution Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the Water Treatment Plant Ground Storage Reservoir Rehabilitation.
 - B. Public Hearing to Consider Granting of an Easement being a 15' x 15' area, of an Electric Line lying North of Park Avenue and East of McHose Drive.
 1. 3445 – Resolution Authorizing the Execution of an Easement between Interstate Power and Light Company and the City of Boone.
4. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA
5. REPORTS OF STANDING COMMITTEES
 - A. POLICY, ADMINISTRATION & EMPLOYEE RELATIONS COMMITTEE
– Williamson, Chm.
 - B. PUBLIC SAFETY AND TRANSPORTATION COMMITTEE – Hilsabeck, Chm.
 - C. UTILITY COMMITTEE – Angstrom, Chm.
 - D. ECONOMIC DEVELOPMENT COMMITTEE – Moorman, Chm.
6. DEPARTMENT REPORTS

- A. BUILDING OFFICIAL – Dave Ades**
- B. CITY ATTORNEY – Raphael Montag**
- C. DIRECTOR OF PUBLIC WORKS – Waylon Andrews**
- D. LIBRARY – Jamie Williams**

- 1. Ericson Public Library Annual Report 2025.

- E. PARK DIRECTOR/SUPERINTENDENT – Mike Cornelis**

- F. RECREATION DIRECTOR – Nate Osmundson**

- G. ENGINEER – Perry Gjersvik**

- 1. 3448 – Resolution Authorizing Execution of a Professional Services Agreement for the Water Treatment High Service Pump Station Generator Replacement Project with Short Elliott Hendrickson, Inc. (SEH).
 - 2. 3449 – Resolution Authorizing Execution of a Professional Services Agreement for the Water Treatment High Service Pump Station Sodium Hypochlorite Feed Building Addition Project with Short Elliott Hendrickson, Inc. (SEH).
 - 3. 3450 – Resolution Authorizing Execution of a Professional Services Agreement for the Water System Pressure Zone Development Project with Short Elliott Hendrickson, Inc. (SEH).
 - 4. 3451 – Resolution Authorizing Execution of a Professional Services Agreement for the Water System North Transmission Main Project with Short Elliott Hendrickson, Inc. (SEH).
 - 5. 3452 – Resolution Authorizing Execution of Amendment 2 to the Professional Services Agreement for the Water Treatment System Expansion Project with Short Elliott Hendrickson, Inc. (SEH).
 - 6. Change Order #1 for the Hancock Drive Extension RISE Project.

- H. PUBLIC SAFETY**

- 1. Chief Adams
 - 2. Chief Wiebold

- I. CITY ADMINISTRATOR – Ondrea Elmquist**

- 7. **CONSENT AGENDA – All items listed under the Consent Agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.**

- A. MINUTES of previous meeting(s)**

- B. BILLS PAYABLE**

- C. PERMITS**

- 1. Alcohol Licenses

- a. New License –
 - b. New 5-Day License –
 - c. Renewal –
 - d. Transfer – none
2. Cigarette/Tobacco/Device Permit –

D. RESOLUTIONS

- 1. 3446 – Resolution Appointing UMB Bank, N.A. of West Des Moines, Iowa, to Serve as Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement; \$1,275,000 General Obligation Capital Loan Notes, Series 2025.
- 2. 3447 – Resolution Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance of \$1,275,000 General Obligation Capital Loan Notes, Series 2025, and Levying a Tax to Pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

E. BOARD AND COMMISSION APPOINTMENTS

F. OTHER

8. ORDINANCES

- A. Third Reading – Ordinance 2324 to Allow the City of Boone, Iowa to Change the Stop Intersections in the Code of Ordinances, Amending Chapter 65 by Adding 65.02(60) The Intersection of South Jackson Street and Hancock Drive is a Three-Way Stop Intersection.

9. MAYOR’S COMMENTS

10. COUNCIL MEMBER’S COMMENTS

11. CLOSED SESSION PURSUANT TO IOWA CODE §21.5(1)(i) TO EVALUATE THE PROFESSIONAL COMPETENCY OF AN INDIVIDUAL WHOSE APPOINTMENT, HIRING, PERFORMANCE, OR DISCHARGE IS BEING CONSIDERED WHEN NECESSARY TO PREVENT NEEDLESS AND IRREPARABLE INJURY TO THAT INDIVIDUAL’S REPUTATION AND THAT INDIVIDUAL HAS REQUESTED A CLOSED SESSION

12. MOTION TO ADJOURN

CITY COUNCIL
CITY OF BOONE, IOWA

RESOLUTION NO. 3444
RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE WATER TREATMENT
PLANT GROUND STORAGE RESERVOIR REHABILITATION

WHEREAS, on the 20th day of October, 2025, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Water Treatment Plant Ground Storage Reservoir Rehabilitation; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF BOONE, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 3rd day of November, 2025.

AYES (A), NAYES (N), ABSENT (X), ABSTAIN (/):

Cory Henson	<input type="checkbox"/>	David Byrd	<input type="checkbox"/>	Lisa Kahookele	<input type="checkbox"/>
Kyle Angstrom	<input type="checkbox"/>	Linda Williamson	<input type="checkbox"/>	Kole Hilsabeck	<input type="checkbox"/>
Terry Moorman	<input type="checkbox"/>				

<hr/>		<hr/>	
Mayor		Clerk	
City of Boone		City of Boone	
Veto	<input type="checkbox"/>	_____	Date: _____
Mayor - City of Boone			

CITY COUNCIL
CITY OF BOONE, IOWA

RESOLUTION NO. 3445
RESOLUTION AUTHORIZING THE EXECUTION OF AN EASEMENT BETWEEN INTERSTATE
POWER AND LIGHT COMPANY AND THE CITY OF BOONE.

WHEREAS, the City of Boone owns the real property legally described as;

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF
SECION 33, TOWNSHIP 84 NORTH, RANGE 26 WEST OF THE 5TH P.M. IN THE CITY OF
BOONE, BOONE COUNTY, IOWA

WHEREAS, Interstate Power and Light Company is requesting an easement consisting of a strip of land
15 foot by 15-foot area, or extensions thereof, of an electrical line(s) lying North of Park Avenue and East
of McHose Drive extended and located on or adjacent to the property of the Grantor. More particularly
described by placement of the facilities at the time of construction on the following described property;
and

WHEREAS, Interstate Power and Light Company agrees to pay the City of Boone all damages done to
the lands (except the cutting and trimming of trees or other vegetation) fences, livestock or crops, while
constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing, or removing the
Line or Lines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BOONE, IOWA:

Section 1: That the City of Boone does hereby warrant and convey unto Interstate Power and Light
Company, its successor and assigns, a perpetual easement with the right, privilege, and authority to
construct, reconstruct, maintain, expand, operate, repair, patrol, and remove an underground electric and
telecommunications line or lines, consisting of wires, transformers, switches, and other necessary fixtures,
appurtenances and equipment, (including associated surface mounted equipment) and construction
(collectively, the “Line or Lines”) for transmitting electricity, communications and all corporate purposes
of Interstate Power and Light Company together with the power to extend to any other party the right to
use, jointly with Interstate Power and Light Company, to the provision hereof, under, and across the
following described lands located in the County of Boone, and the State of Iowa:

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF
SECION 33, TOWNSHIP 84 NORTH, RANGE 26 WEST OF THE 5TH P.M. IN THE CITY OF
BOONE, BOONE COUNTY, IOWA

Section 2: That the City of Boone agrees to not construct or place any buildings, structures, plants or
other obstructions on the property.

Section 3: That the City of Boone conveys the right and privilege to trim, cut down or control the growth
of any trees or other vegetation on the land and such other trees and vegetation adjacent thereto as in the
judgement of Interstate Power and Light Company may interfere with construction, reconstruction,
maintenance, expansion, operation, repair, use of the Line or Lines.

Section 4: That the City of Boone grants to Interstate Power and Light Company the right of ingress and
egress to the Line or Lines, for the purpose of constructing, reconstructing, maintaining, expanding,
operating, patrolling, repairing, and removing the Line or Lines.

PASSED THIS 3rd day of November, 2025

AYES (A), NAYES (N), ABSENT (X), ABSTAIN (/):

Cory Henson
Linda Williamson
Terry Moorman

David Byrd
Kole Hilsabeck

Lisa Kahookele
Kyle Angstrom

Mayor
City of Boone

Clerk
City of Boone

Veto

Mayor - City of Boone

Date:

ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Board of Park Commissioners of the City of Boone, Iowa** ("Grantor(s)"), ADDRESS: **427 Park Access, Boone, Iowa** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of **Boone** and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor, or agent may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of _____, 20__.

GRANTOR(S):
Board of Park Commissioners of the
City of Boone, Iowa

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20_____, before me,
the undersigned, a Notary Public in and for said State, personally appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

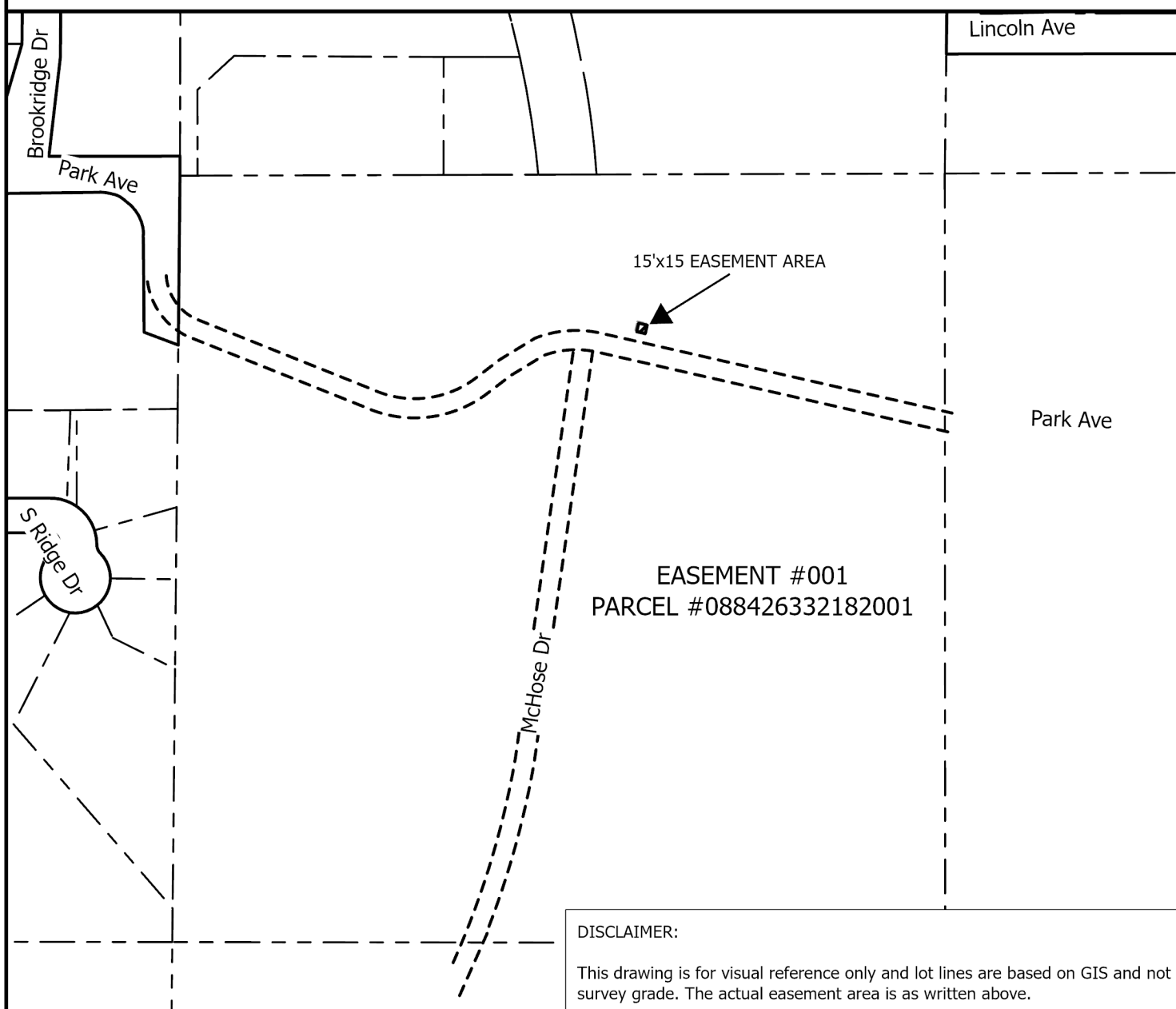
SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

EXHIBIT 'A'

Easement being a 15 foot by 15 foot area, or extensions thereof, of an electric line(s) lying North of Park Avenue and East of McHose Drive Extended and located on or adjacent to the property of the grantor. More particularly described by placement of the facilities at the time of construction on the following described property.

Grantor's Parcel: All that part of the Northeast Quarter of the Northwest Quarter of Section 33, Township 84 North, Range 26 West of the 5th P.M., in the City of Boone, Boone County, Iowa.



N



NOT TO SCALE
Alliant #1053583



15'x15' EASEMENT AREA



RIGHT OF WAY LINE



PROPERTY LINE

mi-TECH
WWW.MI-TECH.US

Mi-Tech Services
2815 100th St., #310
Urbandale, IA 50322

EXHIBIT 'B'

Reference Only will not be recorded

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD.



15'x15' EASEMENT AREA

DRAFTED BY: MI-TECH SERVICES, INC
NJ

N
NOT TO SCALE
ALLIANT #1053583



ERICSON PUBLIC LIBRARY

CONNECT | LEARN | ENRICH



ANNUAL REPORT 2025



LETTER FROM THE DIRECTOR

JAMIE WILLIAMS | DIRECTOR



What a remarkable year it has been! There is an undeniable energy and excitement that makes everything feel exceptionally special here at the library. There is much more to anticipate in the future. Being part of this journey has been an absolute delight, and I am eager to continue introducing new services, programs, and resources that provide extraordinary opportunities for our community. As I witness the positive impact we make each day, I am filled with pride over our library's achievements and am keen to address the challenges that lie ahead for both the library and the community.

Our annual report is replete with stories, statistics, and insights that offer a vibrant depiction of our current status and future direction.

As always, my primary mission is to make a significant difference through our services and programs. We also curate our collection and resources to support the unique needs of our community. The transformative effects of our work are evident daily as we adapt and tailor our offerings to meet our community's needs.

A major focus for our library staff and Board is determining how we can be even more attuned to our community. This ensures the continued success and positive impact of our efforts.

In FY25, our library embarked on an exhilarating journey of growth and community engagement. This was largely thanks to the generous grants received for Little Engines, youth programming, and our book bike. These projects have opened new doors for young readers, sparking a lifelong love for reading. With 104 outreach visits reaching 5,499 people, we've expanded our impact significantly. New initiatives, like the Teen/Tweens Advisory Group and Teen Book Boxes, have been instrumental in creating meaningful connections with our younger audience, offering them interactive and enriching experiences. Memorable events such as the Secret Garden Tea Party, Bingo, and ERICON have drawn diverse crowds. These bring a sense of wonder and surprise to our library. Programs have educated the community, enhancing awareness of the services we offer and fostering a sense of belonging. By championing well-being and connection through story times, stitch nights, and wellness activities like yoga and meditation, we've prioritized holistic growth. Guided by our strategic plan, we present our 2026-2031 Long-Range Plan in this report. This sets the stage for our 125th anniversary celebration in October 2026. This milestone promises a year filled with festivities that honor our rich history.

Cheers! ~Jamie

THE IMPACT

With a strong focus on our Library's goals we continue to accomplish more to impact our community and hope to continue this trend to FY26!

ACCESSIBILITY | CONNECTION | TECHNOLOGY GOALS



In fiscal year 2025, we advanced our infrastructure and enhanced our user experience.

Our firewall updates integrated threat detection to protect against cyber threats.

Server upgrades to scalable cloud-based solutions boosted data processing speed and reliability. We also upgraded computers to better serve our users.

With support from the Friends of the Ericson Public Library, we expanded Wi-Fi coverage by adding more hotspots to our collection for our patrons to check out. Our online library services now feature an intuitive web interface and a responsive catalog. We conducted outreach campaigns and organized technology tutor sessions for all ages, promoting digital literacy.

EDUCATION | LEARNING | WELLBEING GOALS

Libraries are vital community spaces, which promote education, connection, and personal growth through diverse programming. Libraries offer dynamic programs like book clubs, writers workshops, and wellness initiatives. This enriches lives for all ages. Programs such as Little Engines support early literacy and family engagement, preparing children for academic success and fostering a love for learning. These efforts enhance educational outcomes, strengthen community bonds, and inspire meaningful conversations. By raising awareness and participation, we significantly contribute to community development and well-being, creating a space where everyone can thrive. Looking forward to 2026, our 125th anniversary presents a unique opportunity to enhance community pride through historical and cultural programs. We look forward to collaboration with local historians and members sharing stories, past and present. Engaging with all ages to celebrate our collective identity and history is one of our FY26/27 goals!



SPACE GOALS

Our library is committed to providing a welcoming and functional environment for the community. We currently offer four reservable spaces for public meetings, which can be easily booked through our website. In FY25, we hosted 4,011 individuals in our meeting rooms. To ensure the library remains a beautiful and efficient facility, we are embarking on several capital improvement projects. These include updating HVAC controls and replacing flooring. Implementation will be phased over the next three to six years based on available funding. Additionally, we aim to enhance our outdoor space, fostering more programming and creating inviting community gathering areas.

LONG RANGE PLAN

2026-2031 Priorities and Goals of the Ericson Public Library

Priority: Community Outreach & Partnerships | Strengthen community connections and partnerships to collaborate, develop and promote resources and services both within the library and outside in the community.

Goal 1.1: Collaborate with social service agencies and providers to offer outreach programs to improve accessibility to these services for those in our community.

Goal 1.2: Engage with community organizations and groups to promote and provide a gathering space for personal growth, socializing, or discovery.

Goal 1.3: Seek out community partnerships to build opportunities to promote the library as a valuable resource.

Priority: Technology and Resources Access | Integrate more technology services, skills, and equipment to provide technology training and accessibility to resources. Leverage space, staff, and community resources and relationships to provide progressive services to help keep the library relevant.

Goal 2.1: Expand technology training to offer more technology classes and experts on a rotating schedule.

Goal 2.2: Develop staff training sessions to focus on learning technology skills and information for online resources to gain confidence and skills to assist patrons.

Goal 2.3: The community will have access to updated cutting-edge technology equipment to help meet their educational and informational needs.

Priority: Learning, Literacy & Collections | Invest in resources, collections, and services to promote learning and literacy in all forms (civic, educational, informational, technological, financial, and health).

Goal 3.1: Partner with experts and organizations for educational skill-building workshops to promote life skills for all ages. (Ex. Budgeting 101, Time/Organization management, using AI, communication, parenting, and grocery shopping).

Goal 3.2: Host a health and wellness program series, including topics such as fitness, nutrition, cooking, maintaining healthy lifestyles, and healthy trends.

Goal 3.3: Launch a digitization fundraiser to complete the BNR digitization project, 1925-2006

Priority: Programs and Staff Development | Develop a variety of enriching programs from art, culture, historical, creative, interactive, and trend-driven content to showcase local experts and talent while also investing in first-rate public service to support skilled staff.

Goal 4.1: Create and host study groups to hold monthly discussion forums on current and local topics of interest, aiming to increase social connection.

Goal 4.2: Facilitate local historical /cultural programs that engage Boone community pride and coincide with our 125th anniversary.

Goal 4.3: Empower staff development opportunities by facilitating funding for staff to attend more conferences, supported by grant funding or other funding avenues.

THE NUMBERS

28,274

Downloadable
Materials
Used



8,064

Public Computer
Sessions



Physical Materials Circulated



Website Visits



94,650
VISITS

5,700
REFERENCE
QUESTIONS



Electronic information
Used



Wi-Fi
Sessions

THE FUN



Program
Attendees



873
Total
Programs



797
Views of
program content
recordings



2,736
Hours open to
the public



5,249
Library
Card Holders

THE FINANCES

Income Sources

City of Boone

General Fund

Capital Income

Contract Cities

Boone County

State

Fines/Fees

Gifts/Grants

State grant funding

\$453,191

\$3,867

\$839

\$78,975

\$7,581

\$7,761

\$35,330

\$ 7,830

Operating Expenditures

Materials

Salaries

Benefits

Other Operational

Expenses

Capital Expenditures

\$60,045

\$354,918

\$167,050

\$140,335

\$9,617

THE STORIES

Impressive programs and library

"Many thanks to Ericson Public Library for coordinating this author talk event! This is a family-friendly library with something for everyone--even a large selection of cake decorating pans and supplies to check out!!" -Lois

"This library offers more than just books! They engage patrons with programs for all ages, like crafty workshops, book clubs, and author talks. Hosting sign language storytimes, fostering community and showcasing local talents. With a diverse selection of books they keep me busy reading too." -Daniel

"Thanks so much Ericson Public Library for hosting the Barnyard yesterday. We had an absolute ball answering questions and showing off our farm animals. The services offered by this library are too numerous to list!" -Barnyard Discoveries

Community and youth engagement

"The Ericson Public Library has been an EDGE partner since 2017, when EDGE began. One of the neatest projects the library has created is their story walk out at McHose Park. They put a new story in several times throughout the year and the super EXCITING news is the story walk during the month of March features Boone Community School District students' writing and illustrations!

Jamie Williams and Zach Stier have been wonderful to work with on this project and supported our Boone students' learning in so many ways!

" -Boone Edge

Supporting our writers

"The members of our Writer's Workshop have been working SO HARD this year! Look at all the things they have had published thus far and it is only the end of JULY!

So, so proud of this group for working together almost every Saturday since last fall, pushing each other to keep publishing!

Congratulations on all of your hard work and success!"

~Candy



Thankful for the Library!

"Our preschoolers had a special treat when Mr. Z (and his feathered friend) came to visit and read Little Blue Truck! The kids loved hearing the story come to life and joining in on the fun with their favorite farmyard friends.

We're so thankful for community partners like the library who share the joy of reading with our students!

". -Trinity Lutheran School on Library Outreach visits



Grants and donations help us do more!

In fiscal year 2025 we accomplished several important things with the **\$43,160** in extra funding. Without this funding we would not be able to offer: Little Engines, Book Bike, AdventurePass, exciting and educational kids programming in the summer and throughout the year, snacks, Storywalk, books for wellness visits at the BCH, Hoopla, all digital resources, hotspots, and more! Funding all these services and projects is only possible through grants or donations.

We want to thank our **Friends of the Ericson Public Library, Boone Bank, Lowrey Foundation and the Fenton Trust, United Way of Boone County, Lions Club, Rotary, BooST, Kiwanis, State Historical Society, FORCE Board and of course all our generous donors!** What an impact this has made in our community!



THE TEAM

Our Staff is one of a kind!

The Library Staff is dedicated, caring, and creative with big ideas and big hearts! I am grateful every day that they show up ready to help and bring their best.

Thank you to the following full time staff members who are dedicated to this profession:

Andrea Williams, MLIS | Assistant Library Director | serving EPL for 12 years!

Zach Stier, MLIS, Ed.D | Children's Librarian | serving EPL for 14 years!

Grace Hanley, MLIS | Librarian | serving EPL for 1 year!

Ronda Kelley | Librarian | serving EPL for 12 years!

Tammy Troup, MLIS | Librarian | serving EPL beginning this year!

I also would like to thank our part-time staff who do so much to help and take care of our community: Melinda, Mindy, Megan, Rebecca, Norah, Noah,

AND Mike, who takes care of our beautiful, historical building so well!



Our Library Board is committed to the very best Library for you!

Made up of eight city residents and one rural resident, the Library Board city trustees are appointed by the Mayor with Council approval, and the rural trustee is appointed by the Boone County Board of Supervisors. Terms are six years.

Heather Frese (rural), 2028

Michael Carr, 2028 Sue Gradoville, 2028

Sarah Dvorsky, 2026 Lowell Davis, 2030

Levi Baber, 2030 Rachel McKeny, 2026

Barbara Rardin, 2026 Barbara Madson, 2030

A big thanks to the Library Board of Trustees who are always keeping the library relevant and supported in our community!

Friends of the Ericson Public Library!

Our Friends are wonderful volunteers that run their own nonprofit, 501(c)3 to fundraise for the library. Meeting quarterly to plan fundraisers and decide how to best support the library. They fund different library resources, programs and services that are above and beyond what our budget can support! This includes:

- Hotspots
- Baby books and packets for parents & newborns
- Annual Reading Programs
- Online research databases
- Book discussion books, large print books
- BRIDGES and other online resources



Our Volunteers

Not only do our Friends of the Library Board members volunteer, our Friends members volunteer and help with programs and fundraisers! They manage book sales, put together baby packets, and assist with fun events totaling hundreds of volunteer hours! We also had 26 community volunteers volunteer 202 hours in FY25.



Our City Leaders

City administration, department heads, staff, Mayor and City Council support and work with the library in different capacities from assisting with projects, building issues, programs, funding and more!



Our County Leaders

County supervisors and staff also support the library with funding, projects and programs.

Our Community Partners, Organizations and Businesses

We rely heavily on organizations like Aging Resources, Boone County Hospital, Boone Schools, Iowa Legal Aid, ACCESS, RSVP, ISU Extension, Fareway, BSVRR, Boone Bank, Chamber, Dutch Oven Bakery, Book Shoppe and many other local businesses to support us and we are SO grateful. We have over 50 partners and growing!

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3448

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR THE
WATER TREATMENT HIGH SERVICE PUMP STATION GENERATOR REPLACEMENT
PROJECT WITH SHORT ELLIOTT HENDRICKSON INC. (SEH)**

WHEREAS, this project shall consist of replacing the existing generator with two (2) new generators at the High Service Pump Station with proposed improvements described as:

1. Site Survey
2. Existing Generator Electrical, Mechanical and Architectural Demolition Modification Design
3. Site Design
4. New Generator Design
5. Code Review and Compliance

WHEREAS, SEH has provided the City of Boone with a proposed contract for professional consulting services for the Water Treatment High Service Pump Station Generator Replacement Project, with the following Scope of Services to include:

1. Project Management:
 - a. Oversee all aspects of project development, including creating and tracking the project plan, identifying tasks, scheduling staff, coordinating communications, handling invoices, and managing other key elements.
2. Preliminary Design:
 - a. Survey:
 - i. Establish horizontal and vertical control for the project area, create accurate descriptions of the horizontal control points and benchmarks.
 - ii. Perform field and office tasks required to collect topographic information required for the development and supplement existing topographic mapping.
 - iii. Contact utility owners to request that buried utilities be marked in field and obtain existing utility map.
 - b. Prepare preliminary design phase drawings and a preliminary project manual that includes EJCDC Contract Documents, latest edition of Iowa SUDAS, and necessary additional Technical Specifications based on the CSI Master Format, and make any revisions.
 - c. Prepare an Opinion of Probable Construction Costs and assist in collating the various cost categories which comprise Total Project Costs.
 - d. Provide assistance in determining the permits from governmental authorities having jurisdiction to review or approve the final design.
 - e. Deliver two (2) hard copies and one (1) electronic copy in PDF format the preliminary design documents, preliminary design Opinion of Probable Costs, and minutes of meetings.
3. Final Design:
 - a. Prepare final drawings indicating the scope, extent, and character of the work performed and furnished by the Contractor, and final design phase specifications for review and approval.
 - b. Provide technical criteria, written descriptions, and design data for use in filing applications for permits, assist in consultations, and revise the drawings and specifications in response to directives.
 - i. Electrical Construction Permit.
 - c. Prepare and furnish bidding documents for review and assist in preparation of other related documents.
 - d. Deliver (2) hard copies and one (1) electronic copy in PDF format of the final design documents, final bid documents, and minutes of meetings.
4. Bidding Services:
 - a. Assist in advertising for, and obtaining bids or proposals for the work, maintain a record of prospective bidders, attend pre-bid conferences, and distribute bidding documents to interested bidders.
 - b. Answer the bidder's questions and issue an addenda to clarify, correct, or change the bidding documents.
 - c. Consult as to the acceptability of contractors, subcontractors, suppliers, and other individuals and entities proposed by the prospective contractors for those portions of the work as to which such acceptability is required by the bidding documents.
 - d. Attend the bid opening, prepare bid tabulation sheets, and assist in evaluating bids or proposals and in assembling and awarding contracts.

- e. Deliver (1) hard copy and one (1) electronic copy in PDF format the public notices, bid documents, addenda, and bid tabulation.
- 5. Construction Administration Services:
 - a. Act on behalf of the City in dealings with contractors regarding receiving and reviewing all certificates of inspections, tests, and approvals.
 - b. Render formal written decisions on all duly submitted issues relating to the acceptability of the contractor’s work.
 - c. Participate in a pre-construction conference prior to the commencement of work at the site and visit the site at intervals appropriate to the various stages of construction and reject such work if defective.
 - d. Review, approve, and take other appropriate actions in respect to shop drawings and samples and other data that the contractor is required to submit.
 - e. Recommend change orders or work directives and issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the contractor’s work and provide assistance in closing out the project.
 - f. Prepare construction record drawings defining the actual location of improvements and fixtures.
- 6. Construction Observation (RPR) Services: (Part-Time)
 - a. Provide the services of a Resident Project Representative (RPR) to assist and provide a more extensive observation of the contractor’s work as the construction progresses.
- 7. Additional Services:
 - a. Resulting from significant changes in scope, extent, or character of the portions of the project design. These services may also be as a result of changes in laws or regulations.
 - b. Property/legal surveys, acquisition plats, and preparation of easements needed for the transfer of interests in real property.
 - c. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, or equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOONE, IOWA:

Section 1: The City of Boone will provide all necessary project information, grant site access, and assist the consultant as needed, help with permits, paying required fees, and supplying financial data for funding. The City shall review project documents and drawings, participate in design meetings, and provide any needed legal, financial, or insurance support.

Section 2. That the City of Boone shall compensate Short Elliott Hendrickson Inc. (SEH) for their professional services, work, equipment, supplies, or materials provided in an amount not to exceed \$105,100.00.

- Design/Bidding - \$67,700.00
- Construction Administration - \$31,600.00
- Construction Observation Services - \$5,800.00

Section 3: That said Agreement is hereby approved and the City Council authorizes Mayor Elijah Stines to sign the Agreement with Short Elliott Hendrickson Inc. (SEH).

PASSED THIS 3rd day of November, 2025.

AYES (A), NAYES (N), ABSENT (X), ABSTAIN (/):

Cory Henson	<input type="checkbox"/>	David Byrd	<input type="checkbox"/>	Lisa Kahookele	<input type="checkbox"/>
Kyle Angstrom	<input type="checkbox"/>	Linda Williamson	<input type="checkbox"/>	Kole Hilsabeck	<input type="checkbox"/>
Terry Moorman	<input type="checkbox"/>				

_____ Mayor City of Boone	_____ City Clerk City of Boone
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Veto ☐ _____ Date: _____
Mayor - City of Boone

Agreement for Professional Services

This Agreement is effective as of November 3, 2025, between City of Boone, Iowa (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Generator Replacement**

Client's Authorized Representative: Ondrea Elmquist, City Administrator
Address: 923 8th Street, PO Box 550, Boone, Iowa 50036
Telephone: 515.432.4211 **Email:** oelmquist@booneiowa.gov

Project Manager: Katie Kinsey, PE
Address: 5414 NW 88th Street, Suite 140, Johnston, Iowa 50131
Telephone: 515.957.2373 **Email:** kkinsey@sehinc.com

Project Description: The project shall consist of replacing the existing generator with two new generators at the High Service Pump Station. The proposed improvements are further described as follows:

1. Generator Replacement
 - Site Survey
 - Existing Generator Electrical, Mechanical and Architectural Demolition Modification Design
 - Site Design
 - New Generator Design
 - Code Review and Compliance

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

A. Basic Services:

1. Project Management – Throughout the Project:

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, invoicing and other important elements of the project.

- a. *Kick-off Meeting(s):* Meet in-person with representatives of the Client to discuss scope of the project. Consultant will prepare and disperse minutes of the meeting. The number of kick-off meetings is one (1).
- b. *Project Team Meetings:* Maintain communications with the Project Team and various other designated representatives. The Project Team will include representatives of the Client and the Consultant. Meet to review progress and discuss specific elements of the project planning and design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The Consultant shall prepare minutes of meetings and keep documentation of other communications.
- c. *Quality Control Plan:* Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

2. Preliminary Design:

a. *Survey*

- i. *Control Survey:* Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in an Iowa Regional Coordinate System and vertical control per local datum.
 - ii. *Design Survey:* The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific supplemental survey tasks to be performed include the following:
 - *Topographic Survey:* Perform topographic surveys required for the development of the project and to supplement any existing topographic mapping provided by the Client. This task also includes verification of the existing topographic mapping. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing base mapping.
 - *Utility Surveys:* Perform utility surveys required for the development of the project. Contact utility owners of record or the "one call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.
 - iii. *Office Processing:* Complete processing of the data obtained in the field as necessary to incorporate into the project.
- b. *Prepare Preliminary Plans:* Prepare Preliminary Design Phase drawings of adequate content to present the general nature of construction of the project for review and approval by Client.
- c. *Prepare Preliminary Project Manual:* Prepare Preliminary Design Phase specifications in outline format for review and approval by Client. It is anticipated that the Preliminary Project Manual shall include:
- 1) EJCDC Contract Documents for Construction front-end documents, latest edition of Iowa SUDAS, and necessary additional Technical Specifications based on the CSI Master Format.
- d. *Preliminary Opinion of Probable Cost:* Based on the information contained in the Preliminary Design Phase documents, prepare an Opinion of Probable Construction Cost, and assist Client in collating the various cost categories which comprise Total Project Costs.
- e. *Permits Determination:* Provide assistance in determining the permits from governmental authorities having jurisdiction to review or approve the final design of the Project.
- f. *Furnish Preliminary Design Documents to Client:* Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Client and review them with Client. Client shall submit to Consultant any comments regarding the Preliminary Design Phase documents and any other deliverables.
- g. *Review Meeting(s):* Meet virtually with representatives of the Client to discuss elements of the preliminary design. Consultant will prepare and disperse minutes of the meeting. The number of meetings during the preliminary design phase is one (1).
- h. *Field Review of Preliminary Drawings:* A Field Exam will be conducted by the Project Team to discuss key issues and design concepts and to determine completeness of the preliminary drawings. The review will identify needed adjustments to minimize potential project construction issues. Revisions will be noted for incorporation into the final Preliminary Design Phase drawings.
- i. *Revise Preliminary Design Documents:* Revise the Preliminary Design Phase documents and any other deliverables in response to Client's comments, as appropriate, and furnish to Client copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables after receipt of Client's comments.
- j. *Deliverables:* Deliverables to the Client from the Consultant during the Preliminary Design Phase shall be as follows:

- 1) Review copies of Preliminary Design Documents (preliminary plans and outline specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
- 2) Preliminary Design Opinion of Probable Costs.
- 3) Minutes of meeting(s).

3. **Final Design:**

The number of prime contracts for Work designed or specified by Consultant upon which the Consultant's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

- a. *Prepare Final Drawings:* Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
- b. *Prepare Final Project Manual:* Prepare Final Design Phase specifications (Project Manual) for review and approval by Client. The Project Manual shall include:
 - 1) EJCDC Contract Documents for Construction front-end documents, latest edition of Iowa SUDAS, and necessary additional Technical Specifications based on the CSI Master Format.
- c. *Permits:* Provide technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Client in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Client shall be responsible for payment of all permit application/review fees charged by the governmental authorities. Consultant shall provide assistance in obtaining the following anticipated permits:
 - 1) Electrical Construction Permit
- d. *Final Opinion of Probable Cost:* Advise Client of any adjustments to the Opinion of Probable Construction Cost known to Consultant. Provide updated Opinion of Probable Construction Cost to Client, if revisions are necessary.
- e. *Review Meeting(s):* Meet virtually with representatives of the Client to discuss elements of the final design. Consultant will prepare and disperse minutes of the meeting. The number of meetings during the final design phase is one (1).
- f. *Bid Documents Packaging:* Prepare and furnish bidding documents for review by Client, its legal counsel, and other advisors, and assist Client in the preparation of other related documents. Client shall submit to Consultant any comments and instructions for revisions.
 - 1) Revise the bidding documents in accordance with comments and instructions from the Client, as appropriate, and submit final copies of the bidding documents, and any other deliverables to Client after receipt of Client's comments and instructions.
- g. *City Council Presentation:* Make a presentation of the Final Design Phase documents to the City Council at a City Council meeting. Provide presentation materials as deemed necessary to adequately inform the City Council.
- h. *Deliverables:* Deliverables to the Client from the Consultant during the Final Design Phase shall be as follows:
 - 1) Review copies of Final Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 2) Final Bid Documents (plans and project manual): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 3) Review copies of Final Design Opinion of Probable Costs: Two (2) hard copies and one (1) electronic copy in .pdf format.
 - 4) Final Bid Documents Opinion of Probable Costs: Two (2) hard copies and one (1) electronic copy in .pdf format.
 - 5) Minutes of meeting(s).

4. Bidding Services:

After acceptance by Client of the bidding documents and the most recent opinion of probable construction cost as determined in the Final Design Phase, Consultant shall assist Client in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid meeting, if any. One (1) Bid Letting is anticipated, with one (1) separate contract. If more Bid Lettings are found to be necessary or requested by the Client, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

- a. *Public Notices:* The Consultant shall assist the Client in preparing the formal Notice of Hearing and the Notice to Bidders. The Client shall be responsible for publication and fees associated with the Notice of Hearing. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.
- b. *Distribution of Bidding Documents:* The Consultant shall distribute bidding documents to interested bidders and plan rooms as appropriate and receive and process bidder deposits or charges for the bidding documents.
 - 1) The Consultant will advertise the project on QuestCDN, an online plan-room, as well as on the Consultant's website. QuestCDN will be responsible for maintaining the planholders list during the bidding phase.
 - 2) The Consultant will advise potential bidders that the preferred method of distributing Bid Documents is to download electronic copies of them from QuestCDN, which is at no charge to the bidder.
 - 3) The Consultant's cost for printing and distribution of hard copies of Bidding Documents shall be compensated to the Consultant in addition to the Lump Sum Fee for Basic Services. The total number of sets of Bidding Documents necessary for issuance to Bidders is not known, and Iowa State Law requires that Bidding Documents be provided to Bidders at no cost.
- c. *Plan Clarification/Addenda:* Answer bidders' questions and as necessary, issue addenda as appropriate to clarify, correct, or change the bidding documents.
- d. *Pre-Bid Meeting:* Participate in a Pre-Bid Meeting prior to Bid Opening at the Site.
- e. *Acceptability of Contractor/Subs:* Consult with Client as to the acceptability of contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- f. *Bid Opening/Bid Tabulation/Recommendation of Award:* Attend the Bid opening, prepare Bid tabulation sheets, and assist Client in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- g. *Deliverables:* Deliverables to the Client from the Consultant during the Bidding Phase shall be as follows:
 - 1) Public Notices: One (1) electronic copy in .pdf or .docx format.
 - 2) Conformed Documents (plans and project manual): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 3) Addenda, if any: Same number and kind as Bid Documents.
 - 4) Bid tabulation and recommendation of award documents: One (1) electronic copy in .pdf format.

5. Construction Administration Services:

- a. *Contract Administration:* Consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Client's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract.

The duration of the Construction Phase from Notice to Proceed to the contractor until project close-out is anticipated to be 12 months.

- 1) *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
 - 2) *Disagreements between Client and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
 - 3) *Duration of Construction Phase*: The Construction Phase will commence with the execution of the Construction Contract for the Project and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts.
 - 4) *Limitation of Responsibilities*: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- b. *Preconstruction Meeting*: Participate in a Preconstruction Meeting prior to commencement of Work at the Site.
- c. *Site Visits*: Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the on-site construction observer, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the on-site construction observer, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Client informed of the progress of the Work. This agreement includes up to 5 site visits by Engineer. Site visits by Engineer may coincide with monthly construction meetings.
- 1) Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
 - 2) *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- d. *Shop Drawings (Submittals) Review*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. This agreement includes review of up to 5 Shop Drawing packages.

- 1) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
 - 2) Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- e. *Change Orders/RFI's*: Recommend change orders and work change directives to Client, as appropriate, and prepare change orders and work change directives as required. This agreement includes up to 6 RFI's and 2 Change Orders.
- 1) Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- f. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends Contractor be paid. It will not be the responsibility of the Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid. This agreement includes review and recommendation of approval of up to 8 applications for payment.
- g. *Construction Meetings*: Conduct monthly project meetings with representatives of the Client and the Contractor to discuss the progress of the project, and to facilitate open communications between the Client, Engineer and Contractor. This agreement includes up to 4 project meetings.
- h. *City Council Meetings*: Attend City Council Meetings as necessary during the construction phase to provide an update on the project's progress, present change orders and payment requests, and answer questions from the City Council.
- i. *Project Close-out*: Provide assistance to the Client in closing out the project.
- 1) *Contractor's Completion Documents*: Receive, review, and transmit to Client maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - 2) *Substantial Completion*: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor.
 - 3) *Final Notice of Acceptability of the Work*: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- j. *Record Drawings*: This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Engineer shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Project Representative. This task does not include as-built surveying of the project improvements. The Engineer shall provide the City with one (1) reproducible copy of the record drawings.

- k. *Operations & Maintenance (O & M) Manual*: Consultant will compile operation and maintenance information for all major equipment into an O & M Manual and provide to the Owner at project construction completion. Information for the O & M Manual shall be as provided to the Consultant from the construction contractor/suppliers. Consultant shall not be required to create O & M information in addition to the information provided by the contractor/suppliers.
- l. *Deliverables*: Deliverables to the Client from the Engineer during the Construction Phase shall be as follows:
 - 1) Meeting minutes: One (1) electronic copy in .pdf format for each meeting held.
 - 2) Pay requests, change orders and other construction documents: One (1) electronic copy in .pdf format.
 - 3) Record Drawings: One hard copy and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 4) O & M Manual: One hard copy and one (1) electronic copy in .pdf format.

6. Construction Observation (RPR) Services – Part Time:

- a. RPR services will be provided in accordance with attached Exhibit B-4.
- b. *Office Preparation*: Complete necessary tasks in the office to prepare for providing on-site resident observation services.
- c. *Construction Observation*: Provide the services of a Resident Project Representative (RPR) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the on-site construction observer are as set forth in Exhibit B-4 of the Agreement between the Engineer and the Client. The furnishing of such on-site construction observer's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in the Agreement.
 - 1) Observation will be part-time as construction progresses. Full-time observation is not proposed.

B. Additional Services:

Additional services will be provided by the Consultant upon the request of the Client. These services are not included in the current fee. These services may include:

- 1. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the Consultant including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations or other causes beyond the Consultant's control.
- 2. Services due to construction activities extending beyond the estimated 12-month onsite construction schedule.
- 3. Additional services related to the RPR beyond the hours identified in the Payment section.
- 4. Providing professional services made necessary by the default of the Contractor or major defects in the Work.
- 5. Property/legal surveys, acquisition plats and preparation of easements needed for the transfer of interests in real property.
- 6. Serving as a consultant or witness for the Client in any litigation, arbitration, or other dispute resolution process related to the project.
- 7. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 8. Other services performed by the Consultant not otherwise provided for in this Agreement, examples of which are listed below:
 - Environmental services such as wetlands delineation, NEPA services, etc.
 - Additional permits not included in the scope above
 - Geotechnical soil boring services
 - Construction Survey (Staking)

- SWPPP permit inspection/monitoring
- Coordination of onsite or offsite lab testing for construction materials and field conditions such as concrete testing, compaction testing, etc. (to be arranged, coordinated and paid for by construction contractor)

C. Owner Responsibilities: The following are Owner Responsibilities during the project:

1. Provide full information as to its requirements for the Project.
2. Assist Consultant by placing all available information pertinent to the Project at SEH's disposal.
3. Guarantee access to and make all provisions for Consultant to enter upon lands as required for Consultant to perform the work under this Agreement.
4. Assist in completing State, Federal, and local permit applications by providing information necessary to complete applications.
5. Pay all charges or fees required by any agency or authority having jurisdiction over the project for review of plans, specifications, and contract documents, or for obtaining permits.
6. Pay all charges or fees associated with advertising the project for bidding.
7. Provide data and financial information needed for funding applications or submittals.
8. Give thorough consideration to all sketches, estimates, drawings, specifications, proposals, and any other documents presented by Consultant and inform Consultant of all decisions within a reasonable amount of time so as not to delay Consultant.
9. Participate in design review meetings and follow through with action items. Review meeting summaries and provide comments, if necessary.
10. Provide such fiscal, legal, accounting, and insurance counseling services as may be required.
11. Assist Consultant in the preparation of Division 00 and 01 specifications, otherwise known as front-end specifications, in making such fiscal, insurance, and legal decisions as necessary.
12. Act promptly to review and approve or reject all proposed Change Orders or Work Change Directives.

D. Schedule: The anticipated Project Schedule is as follows:

Milestone Description	Target Completion Date
Notice to Proceed	November 2025
Begin Preliminary Design	March 2026
Complete Preliminary Design	May 2026
Complete Final Design	July 2026
Bidding Period	August / September 2026
Construction Start	November 2026
Construction Completion	October 2027

E. Payment: In consideration of the services, work, equipment, supplies, or materials provided herein, the Client agrees to pay the Consultant the following fees:

1. Client shall pay Consultant as follows:

A.2. through A.4. Design/Bidding	Lump Sum	Exhibit A-2	\$67,700.00
A.5. Construction Administration	Lump Sum	Exhibit A-2	\$31,600.00
A.6. Construction Observation Services (RPR)	Standard Hourly Rates Plus Expenses	Exhibit A-1	\$5,800.00
Total Fees			\$105,100.00

- a. Payment for Project Management (A.1) Services is included in each of the above Lump Sum Fees.

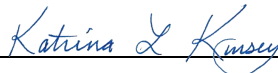
- b. Consultant may alter the distribution of compensation between individual Lump Sum phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
 - c. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services actually completed during the billing period.
 - d. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 - e. The estimated total compensation for Construction Observation Services (RPR), A.6. in the table above, is based upon approximately 20 total RPR hours during the construction period, and includes Reimbursable Expenses. This agreement includes up to 5, 4-hour site visits.
2. Compensation for Additional Services - Standard Hourly Rates Method of Payment
- a. Client shall pay Consultant for Additional Services, as set forth in Exhibit A-1, as follows:
 - i. An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's Subconsultants' charges, if any.
3. The payment method, basis, frequency and other special conditions are set forth in attached Exhibits A-1 and A-2. Additional work, if required, shall be compensated in accordance with standard rates and expenses.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

Short Elliott Hendrickson Inc.

City of Boone, Iowa

By: 

By: _____

Full Name: Katrina L. Kinsey, PE

Full Name: _____

Title: Client Service Manager

Title: _____

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Exhibit B-4

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through part time on-site observation of the construction work in progress and field checks of materials and equipment by the Consultant's Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

Client has requested that part time construction observation be provided by the Consultant for this project. Part time construction observation is requested for the purpose of reducing the time that the RPR is on the project site during construction activities and/or for the need to only observe critical construction activities associated with the Work. Based on the part time nature of this request, Consultant will attempt to provide protection for the Client against defects and deficiencies in the Work during those time periods where the Consultant's RPR is on-site. For those time periods where the Consultant's RPR is not on site, either due to the part time nature of the construction observation being requested or by not being made aware that the construction activities are occurring by the contractor and/or Client, the Consultant shall have no responsibility in observing or documenting the Work performed by the contractor during these time periods. Furthermore, the Consultant will have no liability for contractor's failure to perform Work in accordance with the Contract Documents, including errors made during past or current construction completed while the Consultant's RPR was not on the site.

While on-site, Consultant's RPR is an agent of the Client, will act as directed by and under the supervision of Consultant's project manager, and will confer with Consultant's project manager and Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project manager and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project manager. Consultant's RPR will endeavor to complete the below duties and responsibilities of the RPR as further defined in the Agreement of Professional Services Scope of Work and to the extent feasible based on the part time nature of the services.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule and schedule of values prepared by contractor; and consult with Client concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, and other project related meetings; and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as liaison with contractor, working principally through contractor's superintendent and assisting in understanding / communicating the intent of the Contract Documents.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Review of Work, Observations and Tests:

(a) While on site, conduct observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

(b) Update the Client to keep them informed of issues and progress of the Work.

(c) Notify the Client of any unanticipated project conditions, any observed Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.

(d) Coordinate with the testing consultant to schedule testing and confirm compliance with the project requirements and the project Schedule of Materials Controls.

(e) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project manager and Client for determination of possible suspension of Work.

5. Interpretation of Contract Documents: Report to Client when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Client.

6. Modifications:

(a) Convey contractor's suggestions for modifications in construction plans and specifications to Client and assist with evaluation. Transmit to contractor decisions as issued by Client.

(b) Provide assistance with preparation of final documentation of change orders and field design changes critical construction activities observed while on-site.

7. Records / Reporting:

(a) Measure and document construction quantities that were placed while on-site, maintain an up to date item record account, and enter observed quantities into the Project filing system.

(b) Maintain orderly files of project documentation.

(c) Keep a diary, recording contractor's activities while RPR is on site including weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Client.

(d) Document changes in the plans and field conditions observed.

(e) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(f) Notify Consultant's project manager and Client immediately upon the occurrence of any accident.

8. Payment Requests: For observed portions of the Work review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Client.

9. Completion:

(a) Conduct final inspection in the company of Client and contractor and assist with preparation of a final list of items to be completed or corrected.

(b) Observe that all items on final list have been completed or corrected and make recommendations to Client concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from of the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.
3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3449

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR
THE WATER TREATMENT HIGH SERVICE PUMP STATION SODIUM
HYPOCHLORITE FEED BUILDING ADDITION PROJECT WITH SHORT ELLIOTT
HENDRICKSON INC. (SEH)**

WHEREAS, this project shall consist of construction of an addition to the High Service Pump Station for storage and feeding of sodium hypochlorite with the proposed improvements described as:

1. Site Survey
2. Building Addition Design
3. Chemical Feed System Design
4. Electrical and Controls
5. HVAC and Plumbing
6. Code Review and Compliance
7. Architectural Design

WHEREAS, SEH has provided the City of Boone with a proposed contract for professional consulting services for the Water Treatment High Service Pump Station Sodium Hypochlorite Feed Building Addition Project, with the following Scope of Services to include:

1. Project Management:
 - a. Oversee all aspects of project development, including creating and tracking the project plan, identifying tasks, scheduling staff, coordinating communications, handling invoices, and managing other key elements.
2. Preliminary Design:
 - a. Survey:
 - i. Establish horizontal and vertical control for the project area, create accurate descriptions of the horizontal control points and benchmarks.
 - ii. Perform field and office tasks required to collect topographic information required for the development and supplement existing topographic mapping.
 - iii. Contact utility owners to request that buried utilities be marked in field and obtain existing utility map.
 - iv. Coordinate with a Geotechnical Consultant to perform the soils and materials testing for the soil investigation to determine the foundation.
 - b. Prepare preliminary design phase drawings and a preliminary project manual that includes EJCDC Contract Documents, latest edition of Iowa SUDAS, and necessary additional Technical Specifications based on the CSI Master Format, and make any revisions.
 - c. Prepare an Opinion of Probable Construction Costs and assist in collating the various cost categories which comprise Total Project Costs.
 - d. Provide assistance in determining the permits from governmental authorities having jurisdiction to review or approve the final design.
 - e. Deliver two (2) hard copies and one (1) electronic copy in PDF format the preliminary design documents, preliminary design Opinion of Probable Costs, and minutes of meetings.
3. Final Design:
 - a. Prepare final drawings indicating the scope, extent, and character of the work performed and furnished by the Contractor, and final design phase specifications for review and approval.
 - b. Provide technical criteria, written descriptions, and design data for use in filing applications for permits, assist in consultations, and revise the drawings and specifications in response to directives.

- i. Iowa Department of Natural Resources (IDNR) Water Construction Permit
- c. Prepare and furnish bidding documents for review and assist in preparation of other related documents.
- d. Deliver (2) hard copies and one (1) electronic copy in PDF format of the final design documents, final bid documents, and minutes of meetings.
- 4. Bidding Services:
 - a. Assist in advertising for, and obtaining bids or proposals for the work, maintain a record of prospective bidders, attend pre-bid conferences, and distribute bidding documents to interested bidders.
 - b. Answer the bidder's questions and issue an addenda to clarify, correct, or change the bidding documents.
 - c. Consult as to the acceptability of contractors, subcontractors, suppliers, and other individuals and entities proposed by the prospective contractors for those portions of the work as to which such acceptability is required by the bidding documents.
 - d. Attend the bid opening, prepare bid tabulation sheets, and assist in evaluating bids or proposals and in assembling and awarding contracts.
 - e. Deliver (1) hard copy and one (1) electronic copy in PDF format the public notices, bid documents, addenda, and bid tabulation.
- 5. Construction Administration Services:
 - a. Act on behalf of the City in dealings with contractors regarding receiving and reviewing all certificates of inspections, tests, and approvals.
 - b. Render formal written decisions on all duly submitted issues relating to the acceptability of the contractor's work.
 - c. Participate in a pre-construction conference prior to the commencement of work at the site and visit the site at intervals appropriate to the various stages of construction and reject such work if defective.
 - d. Review, approve, and take other appropriate actions in respect to shop drawings and samples and other data that the contractor is required to submit.
 - e. Recommend change orders or work directives and issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the contractor's work and provide assistance in closing out the project.
 - f. Prepare construction record drawings defining the actual location of improvements and fixtures.
- 6. Construction Observation (RPR) Services: (Part-Time)
 - a. Provide the services of a Resident Project Representative (RPR) to assist and provide a more extensive observation of the contractor's work as the construction progresses.
- 7. Additional Services:
 - a. Resulting from significant changes in scope, extent, or character of the portions of the project design. These services may also be as a result of changes in laws or regulations.
 - b. Property/legal surveys, acquisition plats, and preparation of easements needed for the transfer of interests in real property.
 - c. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, or equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF BOONE, IOWA:

Section 1: The City of Boone will provide all necessary project information, grant site access, and assist the consultant as needed, help with permits, paying required fees, and supplying financial data for funding. The City shall review project documents and drawings, participate in design meetings, and provide any needed legal, financial, or insurance support.

Section 2. That the City of Boone shall compensate Short Elliott Hendrickson Inc. (SEH) for their professional services, work, equipment, supplies, or materials provided in an amount not to exceed \$138,100.00.

- Design/Bidding - \$92,700.00
- Construction Administration - \$37,600.00
- Construction Observation Services - \$7,800.00

Section 3: That said Agreement is hereby approved and the City Council authorizes Mayor Elijah Stines to sign the Agreement with Short Elliott Hendrickson Inc. (SEH).

PASSED THIS 3rd day of November, 2025.

AYES (A), NAYES (N), ABSENT (X), ABSTAIN (/):

Cory Henson	<input type="checkbox"/>	David Byrd	<input type="checkbox"/>	Lisa Kahookele	<input type="checkbox"/>
Kyle Angstrom	<input type="checkbox"/>	Linda Williamson	<input type="checkbox"/>	Kole Hilsabeck	<input type="checkbox"/>
Terry Moorman	<input type="checkbox"/>				

_____ Mayor City of Boone	_____ City Clerk City of Boone
---------------------------------	--------------------------------------

Veto ☐ _____ Date: _____
Mayor - City of Boone

Agreement for Professional Services

This Agreement is effective as of November 3, 2025, between City of Boone, Iowa (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Sodium Hypochlorite Feed Building Addition**

Client's Authorized Representative: Ondrea Elmquist, City Administrator
Address: 923 8th Street, PO Box 550, Boone, Iowa 50036
Telephone: 515.432.4211 **Email:** oelmquist@booneiowa.gov

Project Manager: Katie Kinsey, PE
Address: 5414 NW 88th Street, Suite 140, Johnston, Iowa 50131
Telephone: 515.957.2373 **Email:** kkinsey@sehinc.com

Project Description: The project shall consist of construction of an addition to the High Service Pump Station for storage and feeding of sodium hypochlorite. The proposed improvements are further described as follows:

1. Sodium Hypochlorite Feed Building Addition

- Site Survey
- Building Addition Design
- Chemical Feed System Design
- Electrical and Controls
- HVAC and Plumbing
- Code Review and Compliance
- Architectural Design

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

A. Basic Services:

1. Project Management – Throughout the Project:

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, invoicing and other important elements of the project.

- a. *Kick-off Meeting(s):* Meet in-person with representatives of the Client to discuss scope of the project. Consultant will prepare and disperse minutes of the meeting. The number of kick-off meetings is one (1).
- b. *Project Team Meetings:* Maintain communications with the Project Team and various other designated representatives. The Project Team will include representatives of the Client and the Consultant. Meet to review progress and discuss specific elements of the project planning and design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The Consultant shall prepare minutes of meetings and keep documentation of other communications.

- c. *Quality Control Plan*: Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

2. **Preliminary Design:**

- a. *Survey*
 - i. *Control Survey*: Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in an Iowa Regional Coordinate System and vertical control per local datum.
 - ii. *Design Survey*: The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific supplemental survey tasks to be performed include the following:
 - *Topographic Survey*: Perform topographic surveys required for the development of the project and to supplement any existing topographic mapping provided by the Client. This task also includes verification of the existing topographic mapping. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing base mapping.
 - *Utility Surveys*: Perform utility surveys required for the development of the project. Contact utility owners of record or the "one call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.
 - iii. *Office Processing*: Complete processing of the data obtained in the field as necessary to incorporate into the project.
- b. *Geological Investigation*: The Consultant shall coordinate with a Geotechnical Consultant to perform the soils and materials testing for the soil investigation to determine the foundation for the building addition.
- c. *Prepare Preliminary Plans*: Prepare Preliminary Design Phase drawings of adequate content to present the general nature of construction of the project for review and approval by Client.
- d. *Prepare Preliminary Project Manual*: Prepare Preliminary Design Phase specifications in outline format for review and approval by Client. It is anticipated that the Preliminary Project Manual shall include:
 - 1) EJCDC Contract Documents for Construction front-end documents, latest edition of Iowa SUDAS, and necessary additional Technical Specifications based on the CSI Master Format.
- e. *Preliminary Opinion of Probable Cost*: Based on the information contained in the Preliminary Design Phase documents, prepare an Opinion of Probable Construction Cost, and assist Client in collating the various cost categories which comprise Total Project Costs.
- f. *Permits Determination*: Provide assistance in determining the permits from governmental authorities having jurisdiction to review or approve the final design of the Project.
- g. *Furnish Preliminary Design Documents to Client*: Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Client and review them with Client. Client shall submit to Consultant any comments regarding the Preliminary Design Phase documents and any other deliverables.
- h. *Review Meeting(s)*: Meet virtually with representatives of the Client to discuss elements of the preliminary design. Consultant will prepare and disperse minutes of the meeting. The number of meetings during the preliminary design phase is one (1).
- i. *Field Review of Preliminary Drawings*: A Field Exam will be conducted by the Project Team to discuss key issues and design concepts and to determine completeness of the preliminary drawings. The review will identify needed adjustments to minimize potential project construction issues. Revisions will be noted for incorporation into the final Preliminary Design Phase drawings.

- j. *Revise Preliminary Design Documents*: Revise the Preliminary Design Phase documents and any other deliverables in response to Client's comments, as appropriate, and furnish to Client copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables after receipt of Client's comments.
- k. *Deliverables*: Deliverables to the Client from the Consultant during the Preliminary Design Phase shall be as follows:
 - 1) Review copies of Preliminary Design Documents (preliminary plans and outline specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 2) Preliminary Design Opinion of Probable Costs.
 - 3) Minutes of meeting(s).

3. **Final Design:**

The number of prime contracts for Work designed or specified by Consultant upon which the Consultant's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

- a. *Prepare Final Drawings*: Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
- b. *Prepare Final Project Manual*: Prepare Final Design Phase specifications (Project Manual) for review and approval by Client. The Project Manual shall include:
 - 1) EJCDC Contract Documents for Construction front-end documents, latest edition of Iowa SUDAS, and necessary additional Technical Specifications based on the CSI Master Format.
- c. *Permits*: Provide technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Client in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Client shall be responsible for payment of all permit application/review fees charged by the governmental authorities. Consultant shall provide assistance in obtaining the following anticipated permits:
 - 1) Iowa Department of Natural Resources (IDNR) Water Construction Permit (if necessary)
- d. *Final Opinion of Probable Cost*: Advise Client of any adjustments to the Opinion of Probable Construction Cost known to Consultant. Provide updated Opinion of Probable Construction Cost to Client, if revisions are necessary.
- e. *Review Meeting(s)*: Meet virtually with representatives of the Client to discuss elements of the final design. Consultant will prepare and disperse minutes of the meeting. The number of meetings during the final design phase is one (1).
- f. *Bid Documents Packaging*: Prepare and furnish bidding documents for review by Client, its legal counsel, and other advisors, and assist Client in the preparation of other related documents. Client shall submit to Consultant any comments and instructions for revisions.
 - 1) Revise the bidding documents in accordance with comments and instructions from the Client, as appropriate, and submit final copies of the bidding documents, and any other deliverables to Client after receipt of Client's comments and instructions.
- g. *City Council Presentation*: Make a presentation of the Final Design Phase documents to the City Council at a City Council meeting. Provide presentation materials as deemed necessary to adequately inform the City Council.
- h. *Deliverables*: Deliverables to the Client from the Consultant during the Final Design Phase shall be as follows:
 - 1) Review copies of Final Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 2) Final Bid Documents (plans and project manual): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.

- 3) Review copies of Final Design Opinion of Probable Costs: Two (2) hard copies and one (1) electronic copy in .pdf format.
- 4) Final Bid Documents Opinion of Probable Costs: Two (2) hard copies and one (1) electronic copy in .pdf format.
- 5) Minutes of meeting(s).

4. Bidding Services:

After acceptance by Client of the bidding documents and the most recent opinion of probable construction cost as determined in the Final Design Phase, Consultant shall assist Client in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid meeting, if any. One (1) Bid Letting is anticipated, with one (1) separate contract. If more Bid Lettings are found to be necessary or requested by the Client, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

- a. *Public Notices:* The Consultant shall assist the Client in preparing the formal Notice of Hearing and the Notice to Bidders. The Client shall be responsible for publication and fees associated with the Notice of Hearing. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.
- b. *Distribution of Bidding Documents:* The Consultant shall distribute bidding documents to interested bidders and plan rooms as appropriate and receive and process bidder deposits or charges for the bidding documents.
 - 1) The Consultant will advertise the project on QuestCDN, an online plan-room, as well as on the Consultant's website. QuestCDN will be responsible for maintaining the planholders list during the bidding phase.
 - 2) The Consultant will advise potential bidders that the preferred method of distributing Bid Documents is to download electronic copies of them from QuestCDN, which is at no charge to the bidder.
 - 3) The Consultant's cost for printing and distribution of hard copies of Bidding Documents shall be compensated to the Consultant in addition to the Lump Sum Fee for Basic Services. The total number of sets of Bidding Documents necessary for issuance to Bidders is not known, and Iowa State Law requires that Bidding Documents be provided to Bidders at no cost.
- c. *Plan Clarification/Addenda:* Answer bidders' questions and as necessary, issue addenda as appropriate to clarify, correct, or change the bidding documents.
- d. *Pre-Bid Meeting:* Participate in a Pre-Bid Meeting prior to Bid Opening at the Site.
- e. *Acceptability of Contractor/Subs:* Consult with Client as to the acceptability of contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- f. *Bid Opening/Bid Tabulation/Recommendation of Award:* Attend the Bid opening, prepare Bid tabulation sheets, and assist Client in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- g. *Deliverables:* Deliverables to the Client from the Consultant during the Bidding Phase shall be as follows:
 - 1) Public Notices: One (1) electronic copy in .pdf or .docx format.
 - 2) Conformed Documents (plans and project manual): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 3) Addenda, if any: Same number and kind as Bid Documents.
 - 4) Bid tabulation and recommendation of award documents: One (1) electronic copy in .pdf format.

5. Construction Administration Services:

- a. *Contract Administration:* Consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of

Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Client's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract.

The duration of the Construction Phase from Notice to Proceed to the contractor until project close-out is anticipated to be 12 months.

- 1) *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
 - 2) *Disagreements between Client and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
 - 3) *Duration of Construction Phase:* The Construction Phase will commence with the execution of the Construction Contract for the Project and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts.
 - 4) *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- b. *Preconstruction Meeting:* Participate in a Preconstruction Meeting prior to commencement of Work at the Site.
- c. *Site Visits:* Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the on-site construction observer, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the on-site construction observer, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Client informed of the progress of the Work. This agreement includes up to 2 site visits by Engineer. Site visits by Engineer may coincide with monthly construction meetings.
- 1) Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
 - 2) *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the

integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

- d. *Shop Drawings (Submittals) Review:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. This agreement includes review of up to 5 Shop Drawing packages.
 - 1) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
 - 2) Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- e. *Change Orders/RFI's:* Recommend change orders and work change directives to Client, as appropriate, and prepare change orders and work change directives as required. This agreement includes up to 6 RFI's and 2 Change Orders.
 - 1) Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- f. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends Contractor be paid. It will not be the responsibility of the Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid. This agreement includes review and recommendation of approval of up to 8 applications for payment.
- g. *Construction Meetings:* Conduct monthly project meetings with representatives of the Client and the Contractor to discuss the progress of the project, and to facilitate open communications between the Client, Engineer and Contractor. This agreement includes up to 8 project meetings.
- h. *City Council Meetings:* Attend City Council Meetings as necessary during the construction phase to provide an update on the project's progress, present change orders and payment requests, and answer questions from the City Council.
- i. *Project Close-out:* Provide assistance to the Client in closing out the project.
 - 1) *Contractor's Completion Documents:* Receive, review, and transmit to Client maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - 2) *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor.
 - 3) *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also

provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- j. *Record Drawings*: This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Engineer shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Project Representative. This task does not include as-built surveying of the project improvements. The Engineer shall provide the City with one (1) reproducible copy of the record drawings.
- k. *Operations & Maintenance (O & M) Manual*: Consultant will compile operation and maintenance information for all major equipment into an O & M Manual and provide to the Owner at project construction completion. Information for the O & M Manual shall be as provided to the Consultant from the construction contractor/suppliers. Consultant shall not be required to create O & M information in addition to the information provided by the contractor/suppliers.
- l. *Deliverables*: Deliverables to the Client from the Engineer during the Construction Phase shall be as follows:
 - 1) Meeting minutes: One (1) electronic copy in .pdf format for each meeting held.
 - 2) Pay requests, change orders and other construction documents: One (1) electronic copy in .pdf format.
 - 3) Record Drawings: One hard copy and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 4) O & M Manual: One hard copy and one (1) electronic copy in .pdf format.

6. Construction Observation (RPR) Services – Part Time:

- a. RPR services will be provided in accordance with attached Exhibit B-4.
- b. *Office Preparation*: Complete necessary tasks in the office to prepare for providing on-site resident observation services.
- c. *Construction Observation*: Provide the services of a Resident Project Representative (RPR) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the on-site construction observer are as set forth in Exhibit B-4 of the Agreement between the Engineer and the Client. The furnishing of such on-site construction observer's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in the Agreement.
 - 1) Observation will be part-time as construction progresses. Full-time observation is not proposed.

B. Additional Services:

Additional services will be provided by the Consultant upon the request of the Client. These services are not included in the current fee. These services may include:

- 1. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the Consultant including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations or other causes beyond the Consultant's control.
- 2. Services due to construction activities extending beyond the estimated 12-month onsite construction schedule.
- 3. Additional services related to the RPR beyond the hours identified in the Payment section.
- 4. Providing professional services made necessary by the default of the Contractor or major defects in the Work.
- 5. Property/legal surveys, acquisition plats and preparation of easements needed for the transfer of interests in real property.
- 6. Serving as a consultant or witness for the Client in any litigation, arbitration, or other dispute resolution process related to the project.

7. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
8. Other services performed by the Consultant not otherwise provided for in this Agreement, examples of which are listed below:
 - Environmental services such as wetlands delineation, NEPA services, etc.
 - Additional permits not included in the scope above
 - Geotechnical soil boring services (to be contracted directly by the City)
 - Construction Survey (Staking)
 - SWPPP permit inspection/monitoring
 - Coordination of onsite or offsite lab testing for construction materials and field conditions such as concrete testing, compaction testing, etc. (to be arranged, coordinated and paid for by construction contractor)

C. Owner Responsibilities: The following are Owner Responsibilities during the project:

1. Provide full information as to its requirements for the Project.
2. Assist Consultant by placing all available information pertinent to the Project at SEH's disposal.
3. Guarantee access to and make all provisions for Consultant to enter upon lands as required for Consultant to perform the work under this Agreement.
4. Assist in completing State, Federal, and local permit applications by providing information necessary to complete applications.
5. Pay all charges or fees required by any agency or authority having jurisdiction over the project for review of plans, specifications, and contract documents, or for obtaining permits.
6. Pay all charges or fees associated with advertising the project for bidding.
7. Provide data and financial information needed for funding applications or submittals.
8. Give thorough consideration to all sketches, estimates, drawings, specifications, proposals, and any other documents presented by Consultant and inform Consultant of all decisions within a reasonable amount of time so as not to delay Consultant.
9. Participate in design review meetings and follow through with action items. Review meeting summaries and provide comments, if necessary.
10. Provide such fiscal, legal, accounting, and insurance counseling services as may be required.
11. Assist Consultant in the preparation of Division 00 and 01 specifications, otherwise known as front-end specifications, in making such fiscal, insurance, and legal decisions as necessary.
12. Act promptly to review and approve or reject all proposed Change Orders or Work Change Directives.

D. Schedule: The anticipated Project Schedule is as follows:

Milestone Description	Target Completion Date
Notice to Proceed	November 2025
Begin Preliminary Design	March 2026
Complete Preliminary Design	September 2026
Complete Final Design	December 2026
Bidding Period	January/February 2027
Construction Start	March 2027
Construction Completion	June 2028

E. Payment: In consideration of the services, work, equipment, supplies, or materials provided herein, the Client agrees to pay the Consultant the following fees:

1. Client shall pay Consultant as follows:

A.2. through A.4. Design/Bidding Services	Lump Sum	Exhibit A-2	\$92,700.00
A.5. Construction Administration Services	Lump Sum	Exhibit A-2	\$37,600.00
A.6. Construction Observation Services (RPR)	Standard Hourly Rates Plus Expenses	Exhibit A-1	\$7,800.00
Total Fees			\$138,100.00

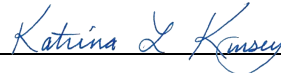
- a. Payment for Project Management (A.1) Services is included in each of the above Lump Sum Fees.
 - b. Consultant may alter the distribution of compensation between individual Lump Sum phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
 - c. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services actually completed during the billing period.
 - d. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 - e. The estimated total compensation for Construction Observation Services (RPR), A.6. in the table above, is based upon approximately 48 total RPR hours during the construction period, and includes Reimbursable Expenses. This agreement includes up to 8, 6-hour site visits.
2. Compensation for Additional Services - Standard Hourly Rates Method of Payment
 - a. Client shall pay Consultant for Additional Services, as set forth in Exhibit A-1, as follows:
 - i. An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's Subconsultants' charges, if any.
 3. The payment method, basis, frequency and other special conditions are set forth in attached Exhibits A-1 and A-2. Additional work, if required, shall be compensated in accordance with standard rates and expenses.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Boone, Iowa

By: 
 Full Name: Katrina L. Kinsey, PE
 Title: Client Service Manager

By: _____
 Full Name: _____
 Title: _____

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Exhibit B-4

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through part time on-site observation of the construction work in progress and field checks of materials and equipment by the Consultant's Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

Client has requested that part time construction observation be provided by the Consultant for this project. Part time construction observation is requested for the purpose of reducing the time that the RPR is on the project site during construction activities and/or for the need to only observe critical construction activities associated with the Work. Based on the part time nature of this request, Consultant will attempt to provide protection for the Client against defects and deficiencies in the Work during those time periods where the Consultant's RPR is on-site. For those time periods where the Consultant's RPR is not on site, either due to the part time nature of the construction observation being requested or by not being made aware that the construction activities are occurring by the contractor and/or Client, the Consultant shall have no responsibility in observing or documenting the Work performed by the contractor during these time periods. Furthermore, the Consultant will have no liability for contractor's failure to perform Work in accordance with the Contract Documents, including errors made during past or current construction completed while the Consultant's RPR was not on the site.

While on-site, Consultant's RPR is an agent of the Client, will act as directed by and under the supervision of Consultant's project manager, and will confer with Consultant's project manager and Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project manager and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project manager. Consultant's RPR will endeavor to complete the below duties and responsibilities of the RPR as further defined in the Agreement of Professional Services Scope of Work and to the extent feasible based on the part time nature of the services.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule and schedule of values prepared by contractor; and consult with Client concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, and other project related meetings; and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as liaison with contractor, working principally through contractor's superintendent and assisting in understanding / communicating the intent of the Contract Documents.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Review of Work, Observations and Tests:

(a) While on site, conduct observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

(b) Update the Client to keep them informed of issues and progress of the Work.

(c) Notify the Client of any unanticipated project conditions, any observed Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.

(d) Coordinate with the testing consultant to schedule testing and confirm compliance with the project requirements and the project Schedule of Materials Controls.

(e) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project manager and Client for determination of possible suspension of Work.

5. Interpretation of Contract Documents: Report to Client when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Client.

6. Modifications:

(a) Convey contractor's suggestions for modifications in construction plans and specifications to Client and assist with evaluation. Transmit to contractor decisions as issued by Client.

(b) Provide assistance with preparation of final documentation of change orders and field design changes critical construction activities observed while on-site.

7. Records / Reporting:

(a) Measure and document construction quantities that were placed while on-site, maintain an up to date item record account, and enter observed quantities into the Project filing system.

(b) Maintain orderly files of project documentation.

(c) Keep a diary, recording contractor's activities while RPR is on site including weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Client.

(d) Document changes in the plans and field conditions observed.

(e) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(f) Notify Consultant's project manager and Client immediately upon the occurrence of any accident.

8. Payment Requests: For observed portions of the Work review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Client.

9. Completion:

(a) Conduct final inspection in the company of Client and contractor and assist with preparation of a final list of items to be completed or corrected.

(b) Observe that all items on final list have been completed or corrected and make recommendations to Client concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from of the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.
3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3450

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR THE WATER SYSTEM PRESSURE ZONE DEVELOPMENT PROJECT WITH SHORT ELLIOTT HENDRICKSON INC. (SEH)

WHEREAS, this project shall consist of creating a new pressure zone around the Daisy Brands Industry with the construction of a booster station and check valve near the proposed Daisy Tower with the proposed improvements described as:

1. Site Survey
2. Site Design
3. Booster Station and Check Valve Design
4. Electrical and Controls

WHEREAS, SEH has provided the City of Boone with a proposed contract for professional consulting services for the Water System Pressure Zone Development Project, with the following Scope of Services to include:

1. Project Management:
 - a. Oversee all aspects of project development, including creating and tracking the project plan, identifying tasks, scheduling staff, coordinating communications, handling invoices, and managing other key elements.
2. Preliminary Design:
 - a. Survey:
 - i. Establish horizontal and vertical control for the project area, create accurate descriptions of the horizontal control points and benchmarks.
 - ii. Perform field and office tasks required to collect topographic information required for the development and supplement existing topographic mapping.
 - iii. Contact utility owners to request that buried utilities be marked in field and obtain existing utility map.
 - iv. Coordinate with a Geotechnical Consultant to perform the soils and materials testing for the soil investigation to determine the foundation.
 - b. Prepare preliminary design phase drawings and a preliminary project manual that includes EJCDC Contract Documents, latest edition of Iowa SUDAS, and necessary additional Technical Specifications based on the CSI Master Format, and make any revisions.
 - c. Prepare an Opinion of Probable Construction Costs and assist in collating the various cost categories which comprise Total Project Costs.
 - d. Provide assistance in determining the permits from governmental authorities having jurisdiction to review or approve the final design.
 - e. Deliver two (2) hard copies and one (1) electronic copy in PDF format the preliminary design documents, preliminary design Opinion of Probable Costs, and minutes of meetings.
3. Final Design:
 - a. Prepare final drawings indicating the scope, extent, and character of the work performed and furnished by the Contractor, and final design phase specifications for review and approval.
 - b. Provide technical criteria, written descriptions, and design data for use in filing applications for permits, assist in consultations, and revise the drawings and specifications in response to directives.
 - i. Iowa Department of Natural Resources (IDNR) Water Construction Permit (if necessary).
 - c. Prepare and furnish bidding documents for review and assist in preparation of other related documents.
 - d. Deliver (2) hard copies and one (1) electronic copy in PDF format of the final design documents, final bid documents, and minutes of meetings.

4. Bidding Services:
 - a. Assist in advertising for, and obtaining bids or proposals for the work, maintain a record of prospective bidders, attend pre-bid conferences, and distribute bidding documents to interested bidders.
 - b. Answer the bidder's questions and issue an addenda to clarify, correct, or change the bidding documents.
 - c. Consult as to the acceptability of contractors, subcontractors, suppliers, and other individuals and entities proposed by the prospective contractors for those portions of the work as to which such acceptability is required by the bidding documents.
 - d. Attend the bid opening, prepare bid tabulation sheets, and assist in evaluating bids or proposals and in assembling and awarding contracts.
 - e. Deliver (1) hard copy and one (1) electronic copy in PDF format the public notices, bid documents, addenda, and bid tabulation.
5. Construction Administration Services:
 - a. Act on behalf of the City in dealings with contractors regarding receiving and reviewing all certificates of inspections, tests, and approvals.
 - b. Render formal written decisions on all duly submitted issues relating to the acceptability of the contractor's work.
 - c. Participate in a pre-construction conference prior to the commencement of work at the site and visit the site at intervals appropriate to the various stages of construction and reject such work if defective.
 - d. Review, approve, and take other appropriate actions in respect to shop drawings and samples and other data that the contractor is required to submit.
 - e. Recommend change orders or work directives and issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the contractor's work and provide assistance in closing out the project.
 - f. Prepare construction record drawings defining the actual location of improvements and fixtures.
6. Construction Observation (RPR) Services: (Part-Time)
 - a. Provide the services of a Resident Project Representative (RPR) to assist and provide a more extensive observation of the contractor's work as the construction progresses.
7. Additional Services:
 - a. Resulting from significant changes in scope, extent, or character of the portions of the project design. These services may also be as a result of changes in laws or regulations.
 - b. Property/legal surveys, acquisition plats, and preparation of easements needed for the transfer of interests in real property.
 - c. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, or equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF BOONE, IOWA:

Section 1: The City of Boone will provide all necessary project information, grant site access, and assist the consultant as needed, help with permits, paying required fees, and supplying financial data for funding. The City shall review project documents and drawings, participate in design meetings, and provide any needed legal, financial, or insurance support.

Section 2. That the City of Boone shall compensate Short Elliott Hendrickson Inc. (SEH) for their professional services, work, equipment, supplies, or materials provided in an amount not to exceed \$101,400.00.

- Design/Bidding - \$65,000.00
 - Construction Administration - \$28,600.00
 - Construction Observation Services - \$7,800.00
-

Section 3: That said Agreement is hereby approved and the City Council authorizes Mayor Elijah Stines to sign the Agreement with Short Elliott Hendrickson Inc. (SEH).

PASSED THIS 3rd day of November, 2025.

AYES (A), NAYES (N), ABSENT (X), ABSTAIN (/):

Cory Henson	<input type="checkbox"/>	David Byrd	<input type="checkbox"/>	Lisa Kahookele	<input type="checkbox"/>
Kyle Angstrom	<input type="checkbox"/>	Linda Williamson	<input type="checkbox"/>	Kole Hilsabeck	<input type="checkbox"/>
Terry Moorman	<input type="checkbox"/>				

_____	_____
Mayor	City Clerk
City of Boone	City of Boone

Veto	<input type="checkbox"/>	_____	Date:	_____
		Mayor - City of Boone		

Agreement for Professional Services

This Agreement is effective as of November 3, 2025, between City of Boone, Iowa (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Pressure Zone Development**

Client's Authorized Representative: Ondrea Elmquist, City Administrator
Address: 923 8th Street, PO Box 550, Boone, Iowa 50036
Telephone: 515.432.4211 **Email:** oelmquist@booneiowa.gov

Project Manager: Katie Kinsey, PE
Address: 5414 NW 88th Street, Suite 140, Johnston, Iowa 50131
Telephone: 515.957.2373 **Email:** kkinsey@sehinc.com

Project Description: The project shall consist of creating a new pressure zone around the Daisy Brands Industry with the construction of a booster station and check valve near the proposed Daisy Tower. The proposed improvements are further described as follows:

1. **Booster Station and Check Valve**
 - Site Survey
 - Site Design
 - Booster Station and Check Valve Design
 - Electrical and Controls

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

A. Basic Services:

1. Project Management – Throughout the Project:

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, invoicing and other important elements of the project.

- a. **Kick-off Meeting(s):** Meet in-person with representatives of the Client to discuss scope of the project. Consultant will prepare and disperse minutes of the meeting. The number of kick-off meetings is one (1).
- b. **Project Team Meetings:** Maintain communications with the Project Team and various other designated representatives. The Project Team will include representatives of the Client and the Consultant. Meet to review progress and discuss specific elements of the project planning and design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The Consultant shall prepare minutes of meetings and keep documentation of other communications.
- c. **Quality Control Plan:** Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

2. Preliminary Design:

a. *Survey*

- i. *Control Survey:* Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in an Iowa Regional Coordinate System and vertical control per local datum.
 - ii. *Design Survey:* The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific supplemental survey tasks to be performed include the following:
 - *Topographic Survey:* Perform topographic surveys required for the development of the project and to supplement any existing topographic mapping provided by the Client. This task also includes verification of the existing topographic mapping. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing base mapping.
 - *Utility Surveys:* Perform utility surveys required for the development of the project. Contact utility owners of record or the “one call” representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.
 - iii. *Office Processing:* Complete processing of the data obtained in the field as necessary to incorporate into the project.
- b. *Prepare Preliminary Plans:* Prepare Preliminary Design Phase drawings of adequate content to present the general nature of construction of the project for review and approval by Client.
- c. *Prepare Preliminary Project Manual:* Prepare Preliminary Design Phase specifications in outline format for review and approval by Client. It is anticipated that the Preliminary Project Manual shall include:
- 1) EJCDC Contract Documents for Construction front-end documents, latest edition of Iowa SUDAS, and necessary additional Technical Specifications based on the CSI Master Format.
- d. *Preliminary Opinion of Probable Cost:* Based on the information contained in the Preliminary Design Phase documents, prepare an Opinion of Probable Construction Cost, and assist Client in collating the various cost categories which comprise Total Project Costs.
- e. *Permits Determination:* Provide assistance in determining the permits from governmental authorities having jurisdiction to review or approve the final design of the Project.
- f. *Furnish Preliminary Design Documents to Client:* Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Client and review them with Client. Client shall submit to Consultant any comments regarding the Preliminary Design Phase documents and any other deliverables.
- g. *Review Meeting(s):* Meet virtually with representatives of the Client to discuss elements of the preliminary design. Consultant will prepare and disperse minutes of the meeting. The number of meetings during the preliminary design phase is one (1).
- h. *Field Review of Preliminary Drawings:* A Field Exam will be conducted by the Project Team to discuss key issues and design concepts and to determine completeness of the preliminary drawings. The review will identify needed adjustments to minimize potential project construction issues. Revisions will be noted for incorporation into the final Preliminary Design Phase drawings.
- i. *Revise Preliminary Design Documents:* Revise the Preliminary Design Phase documents and any other deliverables in response to Client’s comments, as appropriate, and furnish to Client copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables after receipt of Client’s comments.
- j. *Deliverables:* Deliverables to the Client from the Consultant during the Preliminary Design Phase shall be as follows:

- 1) Review copies of Preliminary Design Documents (preliminary plans and outline specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
- 2) Preliminary Design Opinion of Probable Costs.
- 3) Minutes of meeting(s).

3. **Final Design:**

The number of prime contracts for Work designed or specified by Consultant upon which the Consultant's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

- a. *Prepare Final Drawings:* Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
- b. *Prepare Final Project Manual:* Prepare Final Design Phase specifications (Project Manual) for review and approval by Client. The Project Manual shall include:
 - 1) EJCDC Contract Documents for Construction front-end documents, latest edition of Iowa SUDAS, and necessary additional Technical Specifications based on the CSI Master Format.
- c. *Permits:* Provide technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Client in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Client shall be responsible for payment of all permit application/review fees charged by the governmental authorities. Consultant shall provide assistance in obtaining the following anticipated permits:
 - 1) Iowa Department of Natural Resources (IDNR) Water Construction Permit (if necessary)
- d. *Final Opinion of Probable Cost:* Advise Client of any adjustments to the Opinion of Probable Construction Cost known to Consultant. Provide updated Opinion of Probable Construction Cost to Client, if revisions are necessary.
- e. *Review Meeting(s):* Meet virtually with representatives of the Client to discuss elements of the final design. Consultant will prepare and disperse minutes of the meeting. The number of meetings during the final design phase is one (1).
- f. *Bid Documents Packaging:* Prepare and furnish bidding documents for review by Client, its legal counsel, and other advisors, and assist Client in the preparation of other related documents. Client shall submit to Consultant any comments and instructions for revisions.
 - 1) Revise the bidding documents in accordance with comments and instructions from the Client, as appropriate, and submit final copies of the bidding documents, and any other deliverables to Client after receipt of Client's comments and instructions.
- g. *City Council Presentation:* Make a presentation of the Final Design Phase documents to the City Council at a City Council meeting. Provide presentation materials as deemed necessary to adequately inform the City Council.
- h. *Deliverables:* Deliverables to the Client from the Consultant during the Final Design Phase shall be as follows:
 - 1) Review copies of Final Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 2) Final Bid Documents (plans and project manual): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 3) Review copies of Final Design Opinion of Probable Costs: Two (2) hard copies and one (1) electronic copy in .pdf format.
 - 4) Final Bid Documents Opinion of Probable Costs: Two (2) hard copies and one (1) electronic copy in .pdf format.
 - 5) Minutes of meeting(s).

4. Bidding Services:

After acceptance by Client of the bidding documents and the most recent opinion of probable construction cost as determined in the Final Design Phase, Consultant shall assist Client in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued. One (1) Bid Letting is anticipated, with one (1) separate contract. If more Bid Lettings are found to be necessary or requested by the Client, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

- a. *Public Notices:* The Consultant shall assist the Client in preparing the formal Notice of Hearing and the Notice to Bidders. The Client shall be responsible for publication and fees associated with the Notice of Hearing. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.
- b. *Distribution of Bidding Documents:* The Consultant shall distribute bidding documents to interested bidders and plan rooms as appropriate and receive and process bidder deposits or charges for the bidding documents.
 - 1) The Consultant will advertise the project on QuestCDN, an online plan-room, as well as on the Consultant's website. QuestCDN will be responsible for maintaining the planholders list during the bidding phase.
 - 2) The Consultant will advise potential bidders that the preferred method of distributing Bid Documents is to download electronic copies of them from QuestCDN, which is at no charge to the bidder.
 - 3) The Consultant's cost for printing and distribution of hard copies of Bidding Documents shall be compensated to the Consultant in addition to the Lump Sum Fee for Basic Services. The total number of sets of Bidding Documents necessary for issuance to Bidders is not known, and Iowa State Law requires that Bidding Documents be provided to Bidders at no cost.
- c. *Plan Clarification/Addenda:* Answer bidders' questions and as necessary, issue addenda as appropriate to clarify, correct, or change the bidding documents.
- d. *Acceptability of Contractor/Subs:* Consult with Client as to the acceptability of contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- e. *Bid Opening/Bid Tabulation/Recommendation of Award:* Attend the Bid opening, prepare Bid tabulation sheets, and assist Client in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- f. *Deliverables:* Deliverables to the Client from the Consultant during the Bidding Phase shall be as follows:
 - 1) Public Notices: One (1) electronic copy in .pdf or .docx format.
 - 2) Conformed Documents (plans and project manual): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 3) Addenda, if any: Same number and kind as Bid Documents.
 - 4) Bid tabulation and recommendation of award documents: One (1) electronic copy in .pdf format.

5. Construction Administration Services:

- a. *Contract Administration:* Consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Client's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract.

The duration of the Construction Phase from Notice to Proceed to the contractor until project close-out is anticipated to be 12 months.

- 1) *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals

required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

- 2) *Disagreements between Client and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
 - 3) *Duration of Construction Phase:* The Construction Phase will commence with the execution of the Construction Contract for the Project and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts.
 - 4) *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- b. *Preconstruction Meeting:* Participate in a Preconstruction Meeting prior to commencement of Work at the Site.
- c. *Site Visits:* Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the on-site construction observer, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the on-site construction observer, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Client informed of the progress of the Work. This agreement includes up to 2 site visits by Engineer. Site visits by Engineer may coincide with monthly construction meetings.
- 1) Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
 - 2) *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- d. *Shop Drawings (Submittals) Review:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. This agreement includes review of up to 3 Shop Drawing packages.

- 1) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
 - 2) Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- e. *Change Orders/RFI's*: Recommend change orders and work change directives to Client, as appropriate, and prepare change orders and work change directives as required. This agreement includes up to 6 RFI's and 2 Change Orders.
- 1) Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- f. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends Contractor be paid. It will not be the responsibility of the Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid. This agreement includes review and recommendation of approval of up to 8 applications for payment.
- g. *Construction Meetings*: Conduct monthly project meetings with representatives of the Client and the Contractor to discuss the progress of the project, and to facilitate open communications between the Client, Engineer and Contractor. This agreement includes up to 8 project meetings.
- h. *City Council Meetings*: Attend City Council Meetings as necessary during the construction phase to provide an update on the project's progress, present change orders and payment requests, and answer questions from the City Council.
- i. *Project Close-out*: Provide assistance to the Client in closing out the project.
- 1) *Contractor's Completion Documents*: Receive, review, and transmit to Client maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - 2) *Substantial Completion*: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor.
 - 3) *Final Notice of Acceptability of the Work*: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- j. *Record Drawings*: This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Engineer shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Project Representative. This task does not include as-built surveying of the project improvements. The Engineer shall provide the City with one (1) reproducible copy of the record drawings.
- k. *Operations & Maintenance (O & M) Manual*: Consultant will compile operation and maintenance information for all major equipment into an O & M Manual and provide to the Owner at project construction completion. Information for the O & M Manual shall be as provided to the Consultant

from the construction contractor/suppliers. Consultant shall not be required to create O & M information in addition to the information provided by the contractor/suppliers.

- I. ***Deliverables:*** Deliverables to the Client from the Engineer during the Construction Phase shall be as follows:

- 1) Meeting minutes: One (1) electronic copy in .pdf format for each meeting held.
- 2) Pay requests, change orders and other construction documents: One (1) electronic copy in .pdf format.
- 3) Record Drawings: One hard copy and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
- 4) O & M Manual: One hard copy and one (1) electronic copy in .pdf format.

6. Construction Observation (RPR) Services – Part Time:

- a. RPR services will be provided in accordance with attached Exhibit B-4.
 - b. *Office Preparation:* Complete necessary tasks in the office to prepare for providing on-site resident observation services.
 - c. *Construction Observation:* Provide the services of a Resident Project Representative (RPR) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the on-site construction observer are as set forth in Exhibit B-4 of the Agreement between the Engineer and the Client. The furnishing of such on-site construction observer's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in the Agreement.
- 1) Observation will be part-time as construction progresses. Full-time observation is not proposed.

B. Additional Services:

Additional services will be provided by the Consultant upon the request of the Client. These services are not included in the current fee. These services may include:

1. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the Consultant including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations or other causes beyond the Consultant's control.
2. Services due to construction activities extending beyond the estimated 12-month onsite construction schedule.
3. Additional services related to the RPR beyond the hours identified in the Payment section.
4. Providing professional services made necessary by the default of the Contractor or major defects in the Work.
5. Property/legal surveys, acquisition plats and preparation of easements needed for the transfer of interests in real property.
6. Serving as a consultant or witness for the Client in any litigation, arbitration, or other dispute resolution process related to the project.
7. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
8. Other services performed by the Consultant not otherwise provided for in this Agreement, examples of which are listed below:
 - Environmental services such as wetlands delineation, NEPA services, etc.
 - Additional permits not included in the scope above
 - Construction Survey (Staking)
 - SWPPP permit inspection/monitoring

- Coordination of onsite or offsite lab testing for construction materials and field conditions such as concrete testing, compaction testing, etc. (to be arranged, coordinated and paid for by construction contractor)

C. Owner Responsibilities: The following are Owner Responsibilities during the project:

1. Provide full information as to its requirements for the Project.
2. Assist Consultant by placing all available information pertinent to the Project at SEH's disposal.
3. Guarantee access to and make all provisions for Consultant to enter upon lands as required for Consultant to perform the work under this Agreement.
4. Assist in completing State, Federal, and local permit applications by providing information necessary to complete applications.
5. Pay all charges or fees required by any agency or authority having jurisdiction over the project for review of plans, specifications, and contract documents, or for obtaining permits.
6. Pay all charges or fees associated with advertising the project for bidding.
7. Provide data and financial information needed for funding applications or submittals.
8. Give thorough consideration to all sketches, estimates, drawings, specifications, proposals, and any other documents presented by Consultant and inform Consultant of all decisions within a reasonable amount of time so as not to delay Consultant.
9. Participate in design review meetings and follow through with action items. Review meeting summaries and provide comments, if necessary.
10. Provide such fiscal, legal, accounting, and insurance counseling services as may be required.
11. Assist Consultant in the preparation of Division 00 and 01 specifications, otherwise known as front-end specifications, in making such fiscal, insurance, and legal decisions as necessary.
12. Act promptly to review and approve or reject all proposed Change Orders or Work Change Directives.

D. Schedule: The anticipated Project Schedule is as follows:

Milestone Description	Target Completion Date
Notice to Proceed	November 2025
Begin Preliminary Design	March 2026
Complete Preliminary Design	September 2026
Complete Final Design	December 2026
Bidding Period	January/February 2027
Construction Start	March 2027
Construction Completion	May 2028

E. Payment: In consideration of the services, work, equipment, supplies, or materials provided herein, the Client agrees to pay the Consultant the following fees:

1. Client shall pay Consultant as follows:

A.2. through A.4. Design/Bidding	Lump Sum	Exhibit A-2	\$65,000.00
A.5. Construction Administration	Lump Sum	Exhibit A-2	\$28,600.00
A.6. Construction Observation Services (RPR)	Standard Hourly Rates Plus Expenses	Exhibit A-1	\$7,800.00
Total Fees			\$101,400.00

- a. Payment for Project Management (A.1) Services is included in each of the above Lump Sum Fees.
- b. Consultant may alter the distribution of compensation between individual Lump Sum phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.

- c. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services actually completed during the billing period.
 - d. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 - e. The estimated total compensation for Construction Observation Services (RPR), A.6. in the table above, is based upon approximately 48 total RPR hours during the construction period, and includes Reimbursable Expenses. This agreement includes up to 8, 6-hour site visits.
2. Compensation for Additional Services - Standard Hourly Rates Method of Payment
 - a. Client shall pay Consultant for Additional Services, as set forth in Exhibit A-1, as follows:
 - i. An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's Subconsultants' charges, if any.
 3. The payment method, basis, frequency and other special conditions are set forth in attached Exhibits A-1 and A-2. Additional work, if required, shall be compensated in accordance with standard rates and expenses.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Boone, Iowa

By: Katrina L. Kinsey

By: _____

Full Name: Katrina L. Kinsey, PE

Full Name: _____

Title: Client Service Manager

Title: _____

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment. ***[Attach Rates]***

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Exhibit B-4

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through part time on-site observation of the construction work in progress and field checks of materials and equipment by the Consultant's Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

Client has requested that part time construction observation be provided by the Consultant for this project. Part time construction observation is requested for the purpose of reducing the time that the RPR is on the project site during construction activities and/or for the need to only observe critical construction activities associated with the Work. Based on the part time nature of this request, Consultant will attempt to provide protection for the Client against defects and deficiencies in the Work during those time periods where the Consultant's RPR is on-site. For those time periods where the Consultant's RPR is not on site, either due to the part time nature of the construction observation being requested or by not being made aware that the construction activities are occurring by the contractor and/or Client, the Consultant shall have no responsibility in observing or documenting the Work performed by the contractor during these time periods. Furthermore, the Consultant will have no liability for contractor's failure to perform Work in accordance with the Contract Documents, including errors made during past or current construction completed while the Consultant's RPR was not on the site.

While on-site, Consultant's RPR is an agent of the Client, will act as directed by and under the supervision of Consultant's project manager, and will confer with Consultant's project manager and Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project manager and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project manager. Consultant's RPR will endeavor to complete the below duties and responsibilities of the RPR as further defined in the Agreement of Professional Services Scope of Work and to the extent feasible based on the part time nature of the services.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule and schedule of values prepared by contractor; and consult with Client concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, and other project related meetings; and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as liaison with contractor, working principally through contractor's superintendent and assisting in understanding / communicating the intent of the Contract Documents.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Review of Work, Observations and Tests:

(a) While on site, conduct observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

(b) Update the Client to keep them informed of issues and progress of the Work.

(c) Notify the Client of any unanticipated project conditions, any observed Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.

(d) Coordinate with the testing consultant to schedule testing and confirm compliance with the project requirements and the project Schedule of Materials Controls.

(e) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project manager and Client for determination of possible suspension of Work.

5. Interpretation of Contract Documents: Report to Client when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Client.

6. Modifications:

(a) Convey contractor's suggestions for modifications in construction plans and specifications to Client and assist with evaluation. Transmit to contractor decisions as issued by Client.

(b) Provide assistance with preparation of final documentation of change orders and field design changes critical construction activities observed while on-site.

7. Records / Reporting:

(a) Measure and document construction quantities that were placed while on-site, maintain an up to date item record account, and enter observed quantities into the Project filing system.

(b) Maintain orderly files of project documentation.

(c) Keep a diary, recording contractor's activities while RPR is on site including weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Client.

(d) Document changes in the plans and field conditions observed.

(e) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(f) Notify Consultant's project manager and Client immediately upon the occurrence of any accident.

8. Payment Requests: For observed portions of the Work review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Client.

9. Completion:

(a) Conduct final inspection in the company of Client and contractor and assist with preparation of a final list of items to be completed or corrected.

(b) Observe that all items on final list have been completed or corrected and make recommendations to Client concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from of the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.
3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3451

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR THE WATER SYSTEM PRESSURE NORTH TRANSMISSION MAIN PROJECT WITH SHORT ELLIOTT HENDRICKSON INC. (SEH)

WHEREAS, this project shall consist of the installation of approximately 11,600 feet of 16-inch water main and approximately 21,200 feet of 12-inch water main beginning near the Ground Storage Reservoir at the High Service Pump Station site and follows east to the west side of town on Marion Street, then north to 22nd Street, then east to Quartz Avenue, south towards Industrial Park Road. This project also consists of a redesign of the water main near W. 12th Street and Coal Road; and

WHEREAS, SEH has provided the City of Boone with a proposed contract for professional consulting services for the Water System North Transmission Main Project, with the following Scope of Services to include:

1. Project Management:
 - a. Oversee all aspects of project development, including creating and tracking the project plan, identifying tasks, scheduling staff, coordinating communications, handling invoices, and managing other key elements.
2. Preliminary Design:
 - a. Survey:
 - i. Establish horizontal and vertical control for the project area, create accurate descriptions of the horizontal control points and benchmarks.
 - ii. Perform field and office tasks required to collect topographic information required for the development and supplement existing topographic mapping.
 - iii. Contact utility owners to request that buried utilities be marked in field and obtain existing utility map.
 - iv. Perform boundary surveys required by establishing existing right-of-way lines to facilitate design needs.
 - b. Prepare preliminary design phase drawings and a preliminary project manual that includes EJCDC Contract Documents, latest edition of Iowa SUDAS, and necessary additional Technical Specifications based on the CSI Master Format, and make any revisions.
 - c. Prepare an Opinion of Probable Construction Costs and assist in collating the various cost categories which comprise Total Project Costs.
 - d. Provide assistance in determining the permits from governmental authorities having jurisdiction to review or approve the final design.
 - e. Provide assistance in determining the extents of additional right-of-way or easements that will be necessary for construction.
 - f. Coordinate with utility companies that have utilities in the area to determine if conflicts exist and determine measures to relocate if necessary.
 - g. Perform soil and materials testing for soil investigation.
 - h. Deliver two (2) hard copies and one (1) electronic copy in PDF format the preliminary design documents, preliminary design Opinion of Probable Costs, and minutes of meetings.
3. Final Design:
 - a. Prepare final drawings indicating the scope, extent, and character of the work performed and furnished by the Contractor, and final design phase specifications for review and approval.
 - b. Provide technical criteria, written descriptions, and design data for use in filing applications for permits, assist in consultations, and revise the drawings and specifications in response to directives.
 - i. Iowa Department of Natural Resources (IDNR) Water Construction Permit.
 - ii. Boone County Permit.

- iii. Boone and Scenic Valley Railroad Permit.
- c. Prepare and furnish bidding documents for review and assist in preparation of other related documents.
- d. Deliver (2) hard copies and one (1) electronic copy in PDF format of the final design documents, final bid documents, and minutes of meetings.
- 4. Bidding Services:
 - a. Assist in advertising for, and obtaining bids or proposals for the work, maintain a record of prospective bidders, attend pre-bid conferences, and distribute bidding documents to interested bidders.
 - b. Answer the bidder's questions and issue an addenda to clarify, correct, or change the bidding documents.
 - c. Consult as to the acceptability of contractors, subcontractors, suppliers, and other individuals and entities proposed by the prospective contractors for those portions of the work as to which such acceptability is required by the bidding documents.
 - d. Attend the bid opening, prepare bid tabulation sheets, and assist in evaluating bids or proposals and in assembling and awarding contracts.
 - e. Deliver (1) hard copy and one (1) electronic copy in PDF format the public notices, bid documents, addenda, and bid tabulation.
- 5. Construction Administration Services:
 - a. Act on behalf of the City in dealings with contractors regarding receiving and reviewing all certificates of inspections, tests, and approvals.
 - b. Render formal written decisions on all duly submitted issues relating to the acceptability of the contractor's work.
 - c. Participate in a pre-construction conference prior to the commencement of work at the site and visit the site at intervals appropriate to the various stages of construction and reject such work if defective.
 - d. Review, approve, and take other appropriate actions in respect to shop drawings and samples and other data that the contractor is required to submit.
 - e. Recommend change orders or work directives and issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the contractor's work and provide assistance in closing out the project.
 - f. Prepare construction record drawings defining the actual location of improvements and fixtures.
- 6. Construction Observation (RPR) Services: (Part-Time)
 - a. Provide the services of a Resident Project Representative (RPR) to assist and provide a more extensive observation of the contractor's work as the construction progresses.
- 7. Additional Services:
 - a. Resulting from significant changes in scope, extent, or character of the portions of the project design. These services may also be as a result of changes in laws or regulations.
 - b. Property/legal surveys, acquisition plats, and preparation of easements needed for the transfer of interests in real property.
 - c. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, or equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF BOONE, IOWA:

Section 1: The City of Boone will provide all necessary project information, grant site access, and assist the consultant as needed, help with permits, paying required fees, and supplying financial data for funding. The City shall review project documents and drawings, participate in design meetings, and provide any needed legal, financial, or insurance support.

Section 2. That the City of Boone shall compensate Short Elliott Hendrickson Inc. (SEH) for their professional services, work, equipment, supplies, or materials provided in an amount not to exceed \$1,100,100.00.

- Design/Bidding - \$713,100.00
- Construction Administration - \$197,100.00
- Construction Observation Services - \$189,900.00

Section 3: That said Agreement is hereby approved and the City Council authorizes Mayor Elijah Stines to sign the Agreement with Short Elliott Hendrickson Inc. (SEH).

PASSED THIS 3rd day of November, 2025.

AYES (A), NAYES (N), ABSENT (X), ABSTAIN (/):

Cory Henson	<input type="checkbox"/>	David Byrd	<input type="checkbox"/>	Lisa Kahookele	<input type="checkbox"/>
Kyle Angstrom	<input type="checkbox"/>	Linda Williamson	<input type="checkbox"/>	Kole Hilsabeck	<input type="checkbox"/>
Terry Moorman	<input type="checkbox"/>				

_____	_____
Mayor	City Clerk
City of Boone	City of Boone

Veto ☐ _____ Date: _____
Mayor - City of Boone

Agreement for Professional Services

This Agreement is effective as of November 3, 2025, between City of Boone, Iowa (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **North Transmission Main**

Client's Authorized Representative: Ondrea Elmquist, City Administrator
Address: 923 8th Street, PO Box 550, Boone, Iowa 50036
Telephone: 515.432.4211 **Email:** oelmquist@booneiowa.gov

Project Manager: Katie Kinsey, PE
Address: 5414 NW 88th Street, Suite 140, Johnston, Iowa 50131
Telephone: 515.957.2373 **Email:** kkinsey@sehinc.com

Project Description: The project shall consist of the installation of approximately 11,600 feet of 16-inch water main and approximately 21,200 feet of 12-inch water main beginning near the Ground Storage Reservoir at the High Service Pump Station site and follows east to the west side of town on Marion Street, then north to 22nd Street, then east to Quartz Avenue, south towards Industrial Park Road, as depicted on Figure 1, attached. Project also consists of a redesign of the water main near W 12th Street and Coal Road, also depicted on Figure 1.

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

A. Basic Services:

1. Project Management – Throughout the Project:

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, invoicing and other important elements of the project.

- a. *Kick-off Meeting(s):* Meet in-person with representatives of the Client to discuss scope of the project. Consultant will prepare and disperse minutes of the meeting. Two (2) Consultant representatives will be present at the meeting. The number of kick-off meetings is one (1).
- b. *Project Team Meetings:* Maintain communications with the Project Team and various other designated representatives. The Project Team will include representatives of the Client and the Consultant. Meet to review progress and discuss specific elements of the project planning and design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The Consultant shall prepare minutes of meetings and keep documentation of other communications. See the Tasks below for meeting specifics.
- c. *Quality Control Plan:* Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

2. Preliminary Design:

- a. *Survey*
 - i. *Control Survey:* Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information

and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in an Iowa Regional Coordinate System and vertical control per local datum.

- ii. *Design Survey*: The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific supplemental survey tasks to be performed include the following:
 - *Topographic Survey*: Perform topographic surveys required for the development of the project and to supplement any existing topographic mapping provided by the Client. This task also includes verification of the existing topographic mapping. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing base mapping.
 - *Utility Surveys*: Perform utility surveys required for the development of the project. Contact utility owners of record or the "one call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.
 - *Boundary Surveys*: Perform boundary surveys required for the development of the project by establishing existing right-of-way lines to facilitate design needs. This task also includes locating existing monuments in the field to graphically show the boundary on the preliminary drawings.
- iii. *Office Processing*: Complete processing of the data obtained in the field as necessary to incorporate into the project.
- b. *Prepare Preliminary Plans*: Prepare Preliminary Design Phase drawings of adequate content to present the general nature of construction of the project for review and approval by Client.
- c. *Prepare Preliminary Project Manual*: Prepare Preliminary Design Phase specifications in outline format for review and approval by Client. It is anticipated that the Preliminary Project Manual shall include:
 - 1) EJCDC Contract Documents for Construction front-end documents, latest edition of Iowa SUDAS, and necessary additional Technical Specifications based on the CSI Master Format.
- d. *Preliminary Opinion of Probable Cost*: Based on the information contained in the Preliminary Design Phase documents, prepare an Opinion of Probable Construction Cost, and assist Client in collating the various cost categories which comprise Total Project Costs.
- e. *Permits Determination*: Provide assistance in determining the permits from governmental authorities having jurisdiction to review or approve the final design of the Project.
- f. *Furnish Preliminary Design Documents to Client*: Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Client and review them with Client. Client shall submit to Consultant any comments regarding the Preliminary Design Phase documents and any other deliverables.
- g. *Right-of-Way/Easements Determination*: Provide assistance in determining extents of additional Right-of-Way or easements that will be necessary for construction and maintenance of the project. Legal/Property Surveys and preparation of acquisition plats or easements, if required, shall be included in Additional Services.
- h. *Utility Company Coordination*: The Consultant will coordinate with utility companies that have utilities in the project area to determine if any potential conflicts with existing utilities exist, and to determine if any measures will be necessary to relocate existing utilities or revise locations of proposed improvements. The Consultant will rely on maps and other information provided by utility companies and is not responsible for the accuracy of the information provided by the utility companies.
- i. *Subsurface Utility Exploration Test Holes*: The Consultant will provide subsurface utility exploration test holes using nondestructive digging equipment to establish the vertical and horizontal location of existing critical utilities that are potentially in conflict with the alignment of the proposed transmission main. This includes an estimate of thirty (30) utility test holes.
- j. *Geotechnical Investigation*: The Consultant will perform the soils and materials testing for the soil investigation for the Project. This includes fourteen (14) soil borings spaced along the project at water

main boring locations, review of analysis of the soil borings, and presentation of the findings and recommendations in a report.

- k. *Review Meeting(s)*: Meet in-person with representatives of the Client to discuss elements of the preliminary design. Consultant will prepare and disperse minutes of the meeting. Two (2) Consultant representatives will be present at the meeting. The number of meetings during the preliminary design phase is one (1).
- l. *Field Review of Preliminary Drawings*: A Field Exam will be conducted by the Project Team to discuss key issues and design concepts and to determine completeness of the preliminary drawings. The review will identify needed adjustments to minimize potential project construction issues. Revisions will be noted for incorporation into the final Preliminary Design Phase drawings.
- m. *Revise Preliminary Design Documents*: Revise the Preliminary Design Phase documents and any other deliverables in response to Client's comments, as appropriate, and furnish to Client copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables after receipt of Client's comments.
- n. *Deliverables*: Deliverables to the Client from the Consultant during the Preliminary Design Phase shall be as follows:
 - 1) Review copies of Preliminary Design Documents (preliminary plans and outline specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 2) Preliminary Design Opinion of Probable Costs: Two (2) hard copies and one (1) electronic copy in .pdf format.
 - 3) Minutes of meeting(s).

3. **Final Design:**

The number of prime contracts for Work designed or specified by Consultant upon which the Consultant's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

- a. *Prepare Final Drawings*: Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
- b. *Prepare Final Project Manual*: Prepare Final Design Phase specifications (Project Manual) for review and approval by Client. The Project Manual shall include:
 - 1) EJCDC Contract Documents for Construction front-end documents, latest edition of Iowa SUDAS, and necessary additional Technical Specifications based on the CSI Master Format.
- c. *Permits*: Provide technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Client in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Client shall be responsible for payment of all permit application/review fees charged by the governmental authorities. Consultant shall provide assistance in obtaining the following anticipated permits:
 - 1) Iowa Department of Natural Resources (IDNR) Water Construction Permit
 - 2) Boone County Permit
 - 3) Boone & Scenic Valley Railroad Permit
- d. *Final Opinion of Probable Cost*: Advise Client of any adjustments to the Opinion of Probable Construction Cost known to Consultant. Provide updated Opinion of Probable Construction Cost to Client, if revisions are necessary.
- e. *Review Meeting(s)*: Meet in-person with representatives of the Client to discuss elements of the final design. Consultant will prepare and disperse minutes of the meeting. Two (2) Consultant representatives will be present at the meeting. The number of meetings during the final design phase is one (1).

- f. *Bid Documents Packaging*: Prepare and furnish bidding documents for review by Client, its legal counsel, and other advisors, and assist Client in the preparation of other related documents. Client shall submit to Consultant any comments and instructions for revisions.
 - 1) Revise the bidding documents in accordance with comments and instructions from the Client, as appropriate, and submit final copies of the bidding documents, and any other deliverables to Client after receipt of Client's comments and instructions.
- g. *City Council Presentation*: Make a presentation of the Final Design Phase documents to the City Council at a City Council meeting. Provide presentation materials as deemed necessary to adequately inform the City Council.
- h. *Deliverables*: Deliverables to the Client from the Consultant during the Final Design Phase shall be as follows:
 - 1) Review copies of Final Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 2) Final Bid Documents (plans and project manual): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 3) Review copies of Final Design Opinion of Probable Costs: Two (2) hard copies and one (1) electronic copy in .pdf format.
 - 4) Final Bid Documents Opinion of Probable Costs: Two (2) hard copies and one (1) electronic copy in .pdf format.
 - 5) Minutes of meeting(s).

4. Bidding Services:

After acceptance by Client of the bidding documents and the most recent opinion of probable construction cost as determined in the Final Design Phase, Consultant shall assist Client in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued. One (1) Bid Letting is anticipated, with one (1) separate contract. If more Bid Lettings are found to be necessary or requested by the Client, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

- a. *Public Notices*: The Consultant shall assist the Client in preparing the formal Notice of Hearing and the Notice to Bidders. The Client shall be responsible for publication and fees associated with the Notice of Hearing. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.
- b. *Distribution of Bidding Documents*: The Consultant shall distribute bidding documents to interested bidders and plan rooms as appropriate and receive and process bidder deposits or charges for the bidding documents.
 - 1) The Consultant will advertise the project on QuestCDN, an online plan-room, as well as on the Consultant's website. QuestCDN will be responsible for maintaining the planholders list during the bidding phase.
 - 2) The Consultant will advise potential bidders that the preferred method of distributing Bid Documents is to download electronic copies of them from QuestCDN, which is at no charge to the bidder.
 - 3) The Consultant's cost for printing and distribution of hard copies of Bidding Documents shall be compensated to the Consultant in addition to the Lump Sum Fee for Basic Services. The total number of sets of Bidding Documents necessary for issuance to Bidders is not known, and Iowa State Law requires that Bidding Documents be provided to Bidders at no cost.
- c. *Plan Clarification/Addenda*: Answer bidders' questions and as necessary, issue addenda as appropriate to clarify, correct, or change the bidding documents.
- d. *Acceptability of Contractor/Subs*: Consult with Client as to the acceptability of contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

- e. *Bid Opening/Bid Tabulation/Recommendation of Award*: Attend the Bid opening, prepare Bid tabulation sheets, and assist Client in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- f. *Deliverables*: Deliverables to the Client from the Consultant during the Bidding Phase shall be as follows:
 - 1) Public Notices: One (1) electronic copy in .pdf or .docx format.
 - 2) Conformed Documents (plans and project manual): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.
 - 3) Addenda, if any: Same number and kind as Bid Documents.
 - 4) Bid tabulation and recommendation of award documents: One (1) electronic copy in .pdf format.

5. Construction Administration Services:

- a. *Contract Administration*: Consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Client's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract.

The duration of the Construction Phase from Notice to Proceed to the contractor until project close-out is anticipated to be 16 months.

- 1) *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
 - 2) *Disagreements between Client and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
 - 3) *Duration of Construction Phase*: The Construction Phase will commence with the execution of the Construction Contract for the Project and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts.
 - 4) *Limitation of Responsibilities*: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- b. *Preconstruction Meeting*: Participate in a Preconstruction Meeting prior to commencement of Work at the Site.
 - c. *Site Visits*: Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the on-site construction observer, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress

beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the on-site construction observer, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Client informed of the progress of the Work. This agreement includes up to 40 site visits by Engineer. Site visits by Engineer may coincide with bi-monthly construction meetings.

- 1) Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
 - 2) Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- d. *Shop Drawings (Submittals) Review:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. This agreement includes review of up to 5 Shop Drawing packages.
- 1) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
 - 2) Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- e. *Change Orders/RFI's:* Recommend change orders and work change directives to Client, as appropriate, and prepare change orders and work change directives as required. This agreement includes up to 6 RFI's and 2 Change Orders.
- 1) Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- f. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends Contractor be paid. It will not be the responsibility of the Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid. This agreement includes review and recommendation of approval of up to 16 applications for payment.
- g. *Construction Progress Meetings:* Conduct bi-monthly in-person progress meetings with representatives of the Client and the Contractor to discuss the progress of the project, and to facilitate open communications between the Client, Engineer and Contractor. Up to two (2) Consultant representatives will be present at the meeting. This agreement includes up to 32 project meetings.
- h. *City Council Meetings:* Attend City Council Meetings as requested by Client during the construction phase to provide an update on the project's progress, present change orders and payment requests, and answer questions from the City Council. One (1) Consultant representative will be present at the meeting. The number of City Council meetings that are attended is one (1).

- i. *Project Close-out:* Provide assistance to the Client in closing out the project.
 - 1) *Contractor's Completion Documents:* Receive, review, and transmit to Client maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - 2) *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor.
 - 3) *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- j. *Record Drawings:* This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Engineer shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Project Representative. This task does not include as-built surveying of the project improvements. The Engineer shall provide the City with one (1) reproducible copy of the record drawings.
- k. *Deliverables:* Deliverables to the Client from the Engineer during the Construction Phase shall be as follows:
 - 1) Meeting minutes: One (1) electronic copy in .pdf format for each meeting held.
 - 2) Pay requests, change orders and other construction documents: One (1) electronic copy in .pdf format.
 - 3) Record Drawings: One hard copy and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.

6. Construction Observation (RPR) Services – Part Time:

- a. RPR services will be provided in accordance with attached Exhibit B-4.
- b. *Office Preparation:* Complete necessary tasks in the office to prepare for providing on-site resident observation services.
- c. *Construction Observation:* Provide the services of a Resident Project Representative (RPR) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the on-site construction observer are as set forth in Exhibit B-4 of the Agreement between the Engineer and the Client. The furnishing of such on-site construction observer's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in the Agreement.
 - 1) Observation will be part-time as construction progresses. Full-time observation is not proposed.
 - 2) The estimated Observation hours in this agreement includes up to 200, 6-hour site visits totaling 1,200 total RPR hours during the construction period.

B. Additional Services:

Additional services will be provided by the Consultant upon the request of the Client. These services are not included in the current fee. These services may include:

- 1. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the Consultant including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations or other causes beyond the Consultant's control.

2. Services due to construction activities extending beyond the estimated 16-month onsite construction schedule.
3. Additional services related to the RPR beyond the hours identified in the Payment section.
4. Providing professional services made necessary by the default of the Contractor or major defects in the Work.
5. Property/legal surveys, acquisition plats and preparation of easements needed for the transfer of interests in real property.
6. Serving as a consultant or witness for the Client in any litigation, arbitration, or other dispute resolution process related to the project.
7. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
8. Other services performed by the Consultant not otherwise provided for in this Agreement, examples of which are listed below:
 - Environmental services such as wetlands delineation, NEPA services, etc.
 - Additional permits not included in the scope above
 - Construction Survey (Staking)
 - SWPPP permit inspection/monitoring
 - Coordination of onsite or offsite lab testing for construction materials and field conditions such as concrete testing, compaction testing, etc. (to be arranged, coordinated and paid for by construction contractor)

C. Owner Responsibilities: The following are Owner Responsibilities during the project:

1. Provide full information as to its requirements for the Project.
2. Assist Consultant by placing all available information pertinent to the Project at SEH's disposal.
3. Guarantee access to and make all provisions for Consultant to enter upon lands as required for Consultant to perform the work under this Agreement.
4. Assist in completing State, Federal, and local permit applications by providing information necessary to complete applications.
5. Pay all charges or fees required by any agency or authority having jurisdiction over the project for review of plans, specifications, and contract documents, or for obtaining permits.
6. Pay all charges or fees associated with advertising the project for bidding.
7. Provide data and financial information needed for funding applications or submittals.
8. Give thorough consideration to all sketches, estimates, drawings, specifications, proposals, and any other documents presented by Consultant and inform Consultant of all decisions within a reasonable amount of time so as not to delay Consultant.
9. Participate in design review meetings and follow through with action items. Review meeting summaries and provide comments, if necessary.
10. Provide such fiscal, legal, accounting, and insurance counseling services as may be required.
11. Assist Consultant in the preparation of Division 00 and 01 specifications, otherwise known as front-end specifications, in making such fiscal, insurance, and legal decisions as necessary.
12. Act promptly to review and approve or reject all proposed Change Orders or Work Change Directives.

D. Schedule: The anticipated Project Schedule is as follows:

Milestone Description	Target Completion Date
Notice to Proceed	November 2025
Begin Preliminary Design	December 2025
Complete Preliminary Design	August 2026
Complete Final Design	December 2026
Bidding Period	January/February 2027
Construction Start	March 2027
Construction Completion	July 2028

E. Payment: In consideration of the services, work, equipment, supplies, or materials provided herein, the Client agrees to pay the Consultant the following fees:

1. Client shall pay Consultant as follows:

A.2. through A.4. Design/Bidding	Lump Sum	Exhibit A-2	\$713,100.00
A.5. Construction Administration	Lump Sum	Exhibit A-2	\$197,100.00
A.6. Construction Observation Services (RPR)	Standard Hourly Rates Plus Expenses	Exhibit A-1	\$189,900.00
Total Fees			\$1,100,100.00

- a. Payment for Project Management (A.1) Services is included in each of the above Lump Sum Fees.
 - b. Consultant may alter the distribution of compensation between individual Lump Sum phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
 - c. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services actually completed during the billing period.
 - d. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
2. Compensation for Additional Services - Standard Hourly Rates Method of Payment
- a. Client shall pay Consultant for Additional Services, as set forth in Exhibit A-1, as follows:
 - i. An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's Subconsultants' charges, if any.
3. The payment method, basis, frequency and other special conditions are set forth in attached Exhibits A-1 and A-2. Additional work, if required, shall be compensated in accordance with standard rates and expenses.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Boone, Iowa

By: *Katrina L Kinsey*

By: _____

Full Name: Katrina L. Kinsey, PE

Full Name: _____

Title: Client Service Manager

Title: _____

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Exhibit B-4

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through part time on-site observation of the construction work in progress and field checks of materials and equipment by the Consultant's Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

Client has requested that part time construction observation be provided by the Consultant for this project. Part time construction observation is requested for the purpose of reducing the time that the RPR is on the project site during construction activities and/or for the need to only observe critical construction activities associated with the Work. Based on the part time nature of this request, Consultant will attempt to provide protection for the Client against defects and deficiencies in the Work during those time periods where the Consultant's RPR is on-site. For those time periods where the Consultant's RPR is not on site, either due to the part time nature of the construction observation being requested or by not being made aware that the construction activities are occurring by the contractor and/or Client, the Consultant shall have no responsibility in observing or documenting the Work performed by the contractor during these time periods. Furthermore, the Consultant will have no liability for contractor's failure to perform Work in accordance with the Contract Documents, including errors made during past or current construction completed while the Consultant's RPR was not on the site.

While on-site, Consultant's RPR is an agent of the Client, will act as directed by and under the supervision of Consultant's project manager, and will confer with Consultant's project manager and Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project manager and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project manager. Consultant's RPR will endeavor to complete the below duties and responsibilities of the RPR as further defined in the Agreement of Professional Services Scope of Work and to the extent feasible based on the part time nature of the services.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule and schedule of values prepared by contractor; and consult with Client concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, and other project related meetings; and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as liaison with contractor, working principally through contractor's superintendent and assisting in understanding / communicating the intent of the Contract Documents.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Review of Work, Observations and Tests:

(a) While on site, conduct observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

(b) Update the Client to keep them informed of issues and progress of the Work.

(c) Notify the Client of any unanticipated project conditions, any observed Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.

(d) Coordinate with the testing consultant to schedule testing and confirm compliance with the project requirements and the project Schedule of Materials Controls.

(e) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project manager and Client for determination of possible suspension of Work.

5. Interpretation of Contract Documents: Report to Client when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Client.

6. Modifications:

(a) Convey contractor's suggestions for modifications in construction plans and specifications to Client and assist with evaluation. Transmit to contractor decisions as issued by Client.

(b) Provide assistance with preparation of final documentation of change orders and field design changes critical construction activities observed while on-site.

7. Records / Reporting:

(a) Measure and document construction quantities that were placed while on-site, maintain an up to date item record account, and enter observed quantities into the Project filing system.

(b) Maintain orderly files of project documentation.

(c) Keep a diary, recording contractor's activities while RPR is on site including weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Client.

(d) Document changes in the plans and field conditions observed.

(e) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(f) Notify Consultant's project manager and Client immediately upon the occurrence of any accident.

8. Payment Requests: For observed portions of the Work review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Client.

9. Completion:

(a) Conduct final inspection in the company of Client and contractor and assist with preparation of a final list of items to be completed or corrected.

(b) Observe that all items on final list have been completed or corrected and make recommendations to Client concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from of the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.
3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

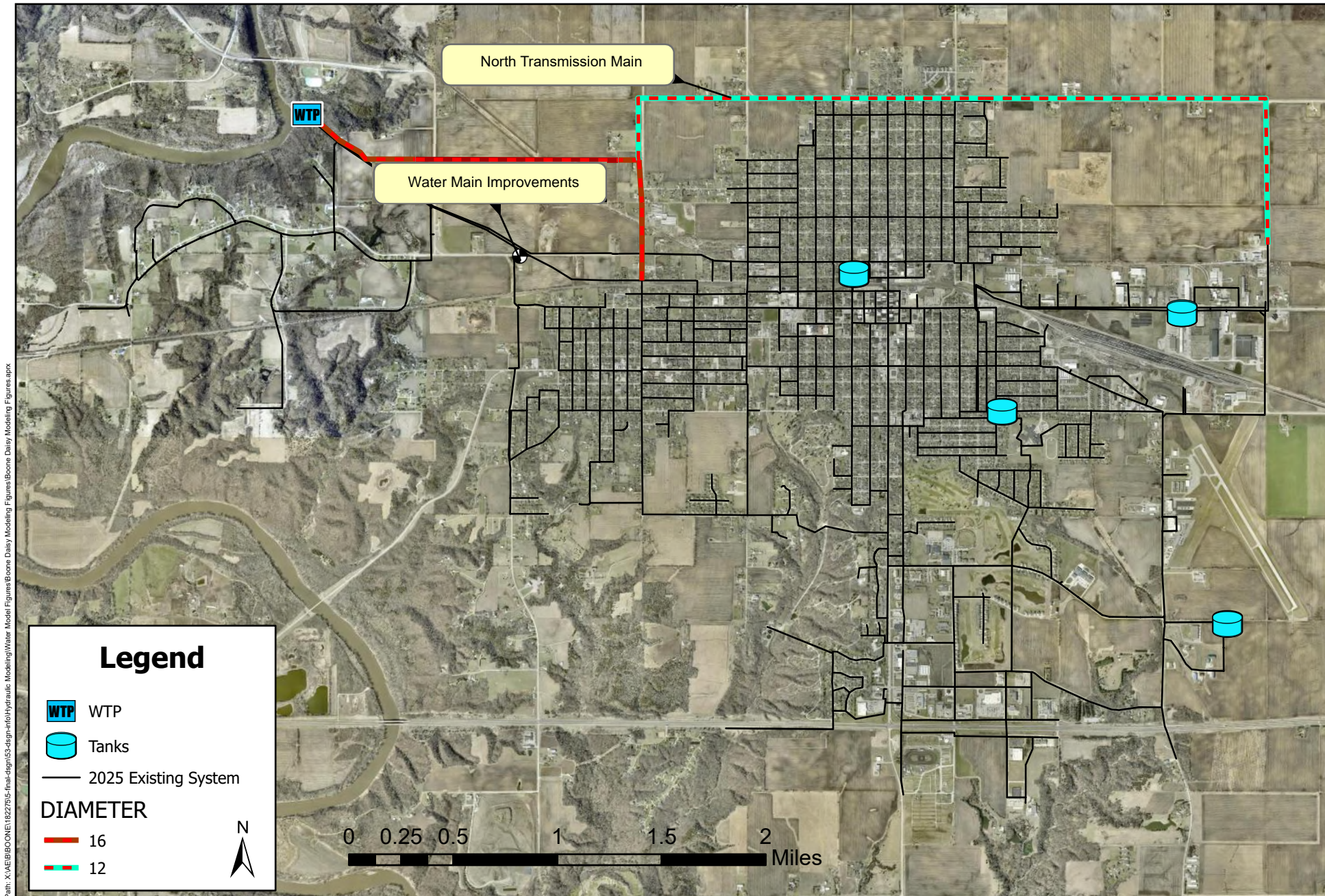
- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



Project Number: BOONE 182275
Print Date: 8/18/2025

Map by: dbrissett
Projection:
Source:

Boone, IA

FIGURE 1
North Transmission Main Project

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.

CITY COUNCIL
CITY OF BOONE, IOWA

RESOLUTION NO. 3452
RESOLUTION AUTHORIZING AMENDMENT 2 TO THE PROFESSIONAL
SERVICES AGREEMENT FOR THE WATER TREATMENT SYSTEM EXPANSION
PROJECT WITH SHORT ELLIOTT HENDRICKSON INC. (SEH)

WHEREAS, this Amendment 2 modifies the Agreement for Professional Services between the City of Boone and Short Elliott Hendrickson Inc. (SEH) for the Water Treatment System Expansion Project, dated November 18, 2024; and

WHEREAS, the modifications to the Agreement in the proposed Scope of Services are as follows:

1. Additional mechanical design services were required to ensure that the integration of an extra pump into the High Service Pump Station would not result in overheating within the pump room for the High Service Pump Replacement Project.
2. Removal of services for the Jordan Aquifer Wells, the Lime Softening Treatment Modifications, and the Greene Street Elevated Storage Tank Altitude Valve Replacement Project.
3. Additional design and construction services for the Well #30 Alluvial Well Project to replace the Jordan Aquifer Wells Project.
4. Additional Bidding Services are required to prepare and manage three (3) separate bid packages, each with their own bid opening:
 - a. Bid Package #1 - Ground Storage Reservoir Rehabilitation Project to utilize CDBG funding once project is complete.
 - b. Bid Package #2 - Well #30 Project, needs to wait for the environmental review and SRF Funds to be released.
 - c. Bid Package #3 - High Service Pump Replacement Project, needs to wait for the environmental review and SRF Funds to be released.
5. Additional design services to prepare a Preliminary Engineering Report Supplemental for:
 - a. Biological Nitrate Treatment Expansion
 - b. Sodium Hypochlorite Feed Building Expansion
 - c. Generator Replacement
 - d. Pressure Zone Development
 - e. North Transmission Main and other Water Main Improvements

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BOONE, IOWA:

Section 1: That this Amendment 2 shall decrease the contract, and the City of Boone shall compensate Short Elliott Hendrickson Inc. (SEH) for their professional services, in a total amount of \$165,060.00.

- Design/Bidding Services – Lump Sum Decrease - \$93,720.00
- Construction Administration Services – Lump Sum Decrease - \$53,420.00
- Construction Observation Services – Decrease \$17,920.00

Section 2: That said Amendment 2 is hereby approved and the City Council authorizes Mayor Elijah Stines to sign the Amendment with Short Elliott Hendrickson Inc. (SEH).

PASSED THIS 3rd day of November, 2025.

AYES (A), NAYES (N), ABSENT (X), ABSTAIN (/):

Cory Henson	<input type="checkbox"/>	David Byrd	<input type="checkbox"/>	Lisa Kahookele	<input type="checkbox"/>
Kyle Angstrom	<input type="checkbox"/>	Linda Williamson	<input type="checkbox"/>	Kole Hilsabeck	<input type="checkbox"/>
Terry Moorman	<input type="checkbox"/>				

Mayor
City of Boone
Veto ☐

Clerk
City of Boone
Date: _____

Mayor - City of Boone

Amendment 2 to Agreement for Professional Services

This Amendment 2 modifies the Agreement for Professional Services between City of Boone, Iowa ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), dated November 18, 2024, for the project described below:

**Engineering Design, Bidding Assistance, and Services During Construction For:
Water Treatment System Expansion Project
Boone, Iowa**

Client's Authorized Representative: Ondrea Elmquist, City Administrator
Address: 923 8th Street, PO Box 550
Boone, IA 50036
Telephone: 515.432.4211 **email:** oelmquist@booneiowa.gov

Project Manager: Katie Kinsey, PE
Address: 5414 NW 88th Street, Suite 140
Johnston, IA 50131
Telephone: 515.957.2373 **email:** kkinsey@sehinc.com

I. MODIFICATIONS TO AGREEMENT FOR PROFESSIONAL SERVICES:

A. Change in Scope of Services:

1. Additional mechanical design services were required to ensure that the integration of an extra pump into the High Service Pump Station would not result in overheating within the pump room for the High Service Pump Replacement project.
2. Removal of services for the Jordan Aquifer Wells, the Lime Softening Treatment Modifications necessary for New Jordan Aquifer Wells, and the Greene St Elevated Storage Tank Altitude Valve Replacement projects from the scope.
 - a. Jordan Aquifer Wells: During design, it was determined that using the Jordan Aquifer for source water would not provide sufficient yield to meet the projected water demands.
 - b. Lime Softening Treatment Modifications necessary for New Jordan Aquifer Wells: This project has been removed from the scope due to the Jordan Aquifer Well project being excluded from the scope.
 - c. Greene St Elevated Storage Tank Altitude Valve Replacement: Hydraulic modeling determined that the Greene Street Elevated Storage Tank could be removed from service, eliminating the need to complete the altitude valve replacement.
3. Additional design and construction services for the Well #30 alluvial well project to replace the Jordan Aquifer Wells project that was removed from scope.
4. Additional bidding services (for Bid Package #2 and Bid Package #3) are required to prepare and manage three separate bid packages, each with their own bid opening.
 - a. Bid Package #1: Need to get the Ground Storage Reservoir Rehabilitation project bid quickly with CDBG funding so wastewater projects can utilize CDBG funding once Ground Storage Reservoir project is complete.
 - b. Bid Package #2: Need to wait for the environmental review to be completed and SRF funds to be released for the Well #30 project.

- c. Bid Package #3: Need to wait for the environmental review to be completed and SRF funds to be released for the High Service Pump Replacement project.
- 6. Additional design services to prepare a Preliminary Engineering Report Supplemental for:
 - a. Biological Nitrate Treatment Expansion: A biological nitrate treatment system may be added to the water treatment plant if blending water from existing wells is not sufficient to meet EPA nitrate standards. This option would provide targeted removal of nitrates from raw water to ensure regulatory compliance.
 - b. Sodium Hypochlorite Feed Building Expansion: The existing sodium hypochlorite feed system is undersized to meet projected water demand and must be upgraded. However, the current space allocated for the feed system is insufficient to accommodate the necessary expansion. As a result, a new building will need to be constructed to house the upsized system.
 - c. Generator Replacement: The existing generator is undersized to meet projected power demands. To provide backup power for the water treatment plant, wells, and high service pumps, the generator needs to be upsized.
 - d. Pressure Zone Development: Hydraulic modeling has determined that Daisy Brands Industry requires a dedicated pressure zone to meet its specific pressure requirements. To establish this zone, a booster station and check valve will need to be constructed.
 - e. North Transmission Main and Other Water Main Improvements: Hydraulic modeling has identified the need for a redundant water main from the High Service Pump Station to the east side of town. This improvement is necessary to maintain consistent potable water service levels for all customers once Daisy Brands Industry becomes operational. Additionally, modeling revealed an area of town experiencing excessively high pressure. Redesigning the water main near W 12th Street and Coal Road will help reduce pressure in that zone and improve overall system performance.
- B. Change in Compensation for Basic Services:
 - 1. Additional Mechanical Design Services
 - a. This Amendment shall increase the Design/Bidding Services by a total amount of \$18,500.00.
 - 2. Removal of Services for the Jordan Aquifer Wells Project
 - a. This Amendment shall decrease the contract as follows:
 - 1) Design/Bidding Services by a total amount of \$169,300.00.
 - 2) Construction Administration Services by a total amount of \$63,500.00.
 - 3) Construction Observation Services by a total amount of \$21,160.00.
 - 3. Removal of Services for the Lime Softening Treatment Modifications necessary for New Jordan Aquifer Wells Project
 - a. This Amendment shall decrease the contract as follows:
 - 1) Design/Bidding Services by a total amount of \$39,900.00.
 - 2) Construction Administration Services by a total amount of \$14,900.00.
 - 3) Construction Observation Services by a total amount of \$5,020.00.
 - 4. Removal of Services the Greene St Elevated Storage Tank Altitude Valve Replacement Project
 - a. This Amendment shall decrease the contract as follows:
 - 1) Design/Bidding Services by a total amount of \$4,320.00.
 - 2) Construction Administration Services by a total amount of \$1,620.00.
 - 3) Construction Observation Services by a total amount of \$540.00.
 - 5. Additional Services for the Well #30 Project
 - a. This Amendment shall increase the contract as follows:
 - 1) Design/Bidding Services by a total amount of \$70,800.00.
 - 2) Construction Administration Services by a total amount of \$26,600.00.
 - 3) Construction Observation Services by a total amount of \$8,800.00.

6. Additional Bidding Services

a. This Amendment shall increase the Design/Bidding Services by a total amount of \$18,000.00.

7. Additional Design Services for Preliminary Engineering Report Supplemental

a. This Amendment shall increase the Design/Bidding Services by a total amount of \$12,500.00.

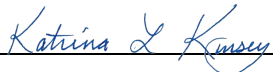
C. Change in Compensation Summary

Design/Bidding Services	Lump Sum	(\$93,720.00)
Construction Administration Services	Lump Sum	(\$53,420.00)
Construction Observation Services (RPR)	Standard Hourly Rates Plus Expenses	(\$17,920.00)
Total Fees		(\$165,060.00)

II. **OTHER TERMS AND CONDITIONS:** Other or additional terms contrary to the Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Boone, Iowa

By: 

By: _____

Full Name: Katrina L. Kinsey, PE

Full Name: _____

Title: Client Service Manager

Title: _____



Building a Better World
for All of Us®

CHANGE ORDER

City of Boone
OWNER
N/A
OWNER'S PROJECT NO.
Hancock Drive Extension R.I.S.E. Project
PROJECT DESCRIPTION

October 24, 2025
DATE
1 (City of Boone)
CHANGE ORDER NO.
Boone 182310
SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

Add New Contract Item – 1. Storz connection on one hydrant.

1 EA @ \$615.00 = \$615.00
Total Change Order No. 1 **\$615.00**

Purpose of Change Order:

1. Addition of Storz connection to new hydrant to accommodate Fire Department capability.

Basis of Cost: ☒ Actual ☐ Estimated

Attachments (list supporting documents)

Contract Status

	Time	Cost
Original Contract	120 Working Days	\$2,056,664.55
Net Change Prior C.O.'s =	0	0
Change this C.O.	0	\$615.00
Revised Contract	120 Working Days	\$2,057,279.55

Recommended for Approval: **Short Elliott Hendrickson Inc.** by Michael L. Danburg
Michael L. Danburg

Agreed to by Contractor:

Approved for Owner:

Isaac H. W.
BY Absolute Group
Project Manager 10/29/25
TITLE

Elijah Stines
BY Elijah Stines
Mayor, City of Boone
TITLE

Distribution Contractor 2 Owner 1 Project Representative 1 SEH Office 1

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 5414 NW 88th Street, Suite 140, Johnston, IA 50131-1701

515.608.6000 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

STATEMENT OF COUNCIL PROCEEDINGS

October 20, 2025 6:00 p.m.

The City Council of Boone, Iowa, met in regular session in the City Hall Council Chambers on October 20, 2025, at 6:00 p.m. with Mayor Stines presiding. The meeting was also available via Zoom. The following Council Members were present: Henson, Kahookele, Moorman, Hilsabeck, Williamson, and Angstrom. Absent: Byrd.

Moorman moved; Williamson seconded to approve the agenda as presented. Ayes: Henson, Kahookele, Moorman, Hilsabeck, Williamson, and Angstrom. Nays: none.

Mayor Stines swore in Police Officer Cale Naeve.

Byrd joined by Zoom at 6:07 p.m.

Maggie Burger, Senior Vice President, Speer Financial, presented the annual Tax Increment Financing (TIF) Report.

Courtney Sisson, Arts Board, presented the proposed City logo designs. Williamson inquired whether any of the designs would be difficult to apply to City vehicles. Following discussion, the Council agreed to narrow the options to designs five (5) and seven (7), with color schemes in red and green to align with the school colors, to be brought back for a final decision or possible public input.

Henson moved; Hilsabeck seconded to approve Resolution 3437 directing the sale of \$1,275,000 General Obligation Capital Loan Notes, Series 2025 to Robert W. Baird and Co., Inc. Ayes: Kahookele, Moorman, Hilsabeck, Williamson, Angstrom, Byrd, and Henson. Nays: none.

Williamson moved; Kahookele seconded to approve Resolution 3438 ordering construction of the Water Treatment Plant Ground Storage Rehabilitation and fixing a date for hearing thereon and taking of bids therefore. Ayes: Moorman, Hilsabeck, Williamson, Angstrom, Byrd, Henson, and Kahookele. Nays: none.

Moorman moved; Hilsabeck seconded to set a public hearing for November 3, 2025, at 6:00 p.m. to consider the granting of an easement being 15' x 15' area, of an electric line lying north of Park Avenue and east of McHose Drive. Ayes: Hilsabeck, Williamson, Angstrom, Byrd, Henson, Kahookele, and Moorman. Nays: none.

Harrison Swift, Executive Director of the Ames Regional Economic Alliance, provided a third-quarter update, highlighting that the Prairie Place Project will receive an additional \$823,393.00 in funding from Workforce Housing Tax Credits for Phase Two, and noted upcoming events and meetings.

Moorman moved; Henson seconded to approve the Street Closure application for the 10th annual Trunk or Treat, October 23, 2025, 4:00 p.m. to 8:00 p.m., on Story Street from 6th Street to 9th Street. Ayes: Williamson, Angstrom, Byrd, Henson, Kahookele, Moorman, and Hilsabeck. Nays: none.

Henson moved; Angstrom seconded to approve Resolution 3439 approving and authorizing the execution of an Economic Development Assistance Contract between Daisy Brand, LLC, Iowa Economic Development Authority, and the City of Boone. Ayes: Angstrom, Byrd, Henson, Kahookele, Moorman, Hilsabeck, and Williamson. Nays: none.

Moorman moved; Henson seconded to approve Resolution 3440 authorizing the execution of a Professional Services Agreement for the Fiscal Year 2026/2027 HMA Restoration SWAP Project with Short Elliott Hendrickson, Inc. (SEH) in an amount of \$193,000.00. Ayes: Byrd, Henson, Kahookele, Moorman, Hilsabeck, Williamson, and Angstrom. Nays: none.

Williams reviewed the Library Report with the Council.

Cornelis explained the feedback session and presentation of ideas and concepts from the park survey for the future of Boone’s parks, developed by students and faculty from Iowa State University’s Landscape Architecture program.

Osmundson stated the Recreation Department has youth fishing and cardio dance coming up this Saturday, October 25, 2025. He also explained the upcoming Fireside Chat to be held at the Library, October 29, 2025, at 10:00 a.m.

Moorman moved; Henson seconded to approve Resolution 3441 authorizing the sale of personal property, .40 and .45 ammunition, to other Police Officers and/or Police Departments at fair market value. Ayes: Henson, Kahookele, Moorman, Hilsabeck, Williamson, Angstrom, and Byrd. Nays: none.

Elmquist stated that the final \$10,000.00 Housing Incentive Grant has been awarded and asked the Council whether they would like to continue the program. She informed the Council that a realtor is interested in submitting applications for two (2) additional homes. Elmquist recommended allocating \$100,000.00 from the General Fund to continue the program. Williamson moved; Henson seconded to approve continuing the Housing Incentive Grant program with \$100,000.00 from the General Fund. Ayes: Kahookele, Moorman, Hilsabeck, Williamson, Angstrom, Byrd, and Henson. Nays: none.

Elmquist advised that the Finance Officer has submitted her two (2) weeks’ notice and requested the Council’s approval to advertise the position with a salary range of \$75,000.00 to \$100,000.00. The Council agreed.

Mayor Stines asked if there were any questions or items to be removed from the Consent Agenda; no requests were made.

Henson moved; Hilsabeck seconded to approve the following items on the Consent Agenda: 1) Minutes of previous meetings. 2) Bills payable. 3) Resolution 3442 approving the hiring of Cale Naeve to fill a vacancy in the Boone Police Department with a wage set at \$5,840.89 per month. 4) Resolution 3443 approving the execution of an Engagement Agreement for the Water Treatment Plant Ground Storage Reservoir Rehabilitation Project with Ahlers and Cooney, P.C., with a flat fee of \$2,000.00. Ayes: Moorman, Hilsabeck, Williamson, Angstrom, Byrd, Henson, and Kahookele. Nays: none.

Access Systems Leasing	Printing Contract	230.48
Acco Unlimited Corporation	Pool Supplies	4,170.32
Ahlers & Cooney Pc	Legal Fees	3,500.00
Alicia Schneckloth	Housing Incentive	5,000.00
Alliant Energy	Utilities	703.93
Alliant Energy	Utilities	1,545.33
Alliant Energy	Utilities	14,620.89
Amazon Capital Services	Parts/Supplies	521.66
Arnold Motor Supply	Parts/Supplies	148.13
Arnold Motor Supply	Parts/Supplies	3,200.05
Automatic Systems	Update Drive Hours/Troubleshoot Scada	397.50
AWWA IA Section	Conference Registration	390.00
Boehm Insurance Agency	Insurance Premium	1,764.00
Bolton & Menk	Engineering Fees	6,822.50
Bomgaars	Clothing Allowance/Parts/Supplies	367.35
Bomgaars	Parts/Supplies	468.66
Boone Ace Hardware	Parts/Supplies	379.59
Boone Ace Hardware	Parts	135.47
Boone County	Property Taxes	615.35
Boone County Auditor	Dispatch Services	67,590.00
Boone County Convention & Visitors	2nd QTR 2026 Hotel/Motel	22,500.00
Boone County Hospital	Blood Test	15.88
Boone County Landfill	Waste Disposal	1,845.06

Boone County Recorder	Recording Fees	163.00
Boone News Republican	Publications	172.16
Bradley Rholl	Reimbursement	19.00
Builders First Source	Materials/Supplies	128.50
Builders First Source	Parts/Supplies	35.38
Carquest	Fuel/Water Separator Filter	47.73
CDS Global	UB Monthly Processing	2,007.02
CDS Global	Postage	2,621.86
Cemstone Products Company	Concrete Curb Protection	800.00
Central IA Ready Mix	Materials	2,323.00
Central IA Distributing	Wasp Spray/Glass Cleaner	197.00
CenturyLink	Phone Services	93.05
CenturyLink	Phone Services	207.21
CenturyLink	Phone Services	290.75
Chase Signs & Graphics	Applying Decals	982.80
Cintas Corporation	First Aid Refill	114.92
City of Boone	Utilities	33.17
CJ Cooper & Associates	Administration Fee	545.00
Condon's Services	Tire	120.00
Core & Main	Water Meters	19,541.84
D & J Complete Tree Service	Stump Removal	26,700.00
D & J Complete Tree Service	Hazard Tree	1,200.00
Dakota Supply Group	Watermain Repair	1,478.19
Dale Farnham	Contract Services	5,002.00
Dept of Inspections & Appeals	Boiler Inspections	80.00
Dick's Fire Extinguisher	Annual Certification/ Maintenance	219.55
Drew Demery	Reimbursement	19.00
Elite Construction	Gutter Repair	1,664.00
Elixir	411 Prescriptions	734.93
Elmquist Towing Company	Towing Services	301.22
Emanuel Miller	Housing Incentive	6,407.50
Employee Benefit System	Insurance Premium	102,663.96
Environmental Health Dept	Pool Inspection	639.00
Evoqua Water Technologies	Clarifier Drive Unit	61,503.34
Evora Energy	Fuel Farm Construction	578,249.50
Fareway Stores	Pool Concession	391.44
Fast Lane Auto Care	Car Wash Soap	134.50
FirstNet	Phone Services	1,426.97
Galls Parent Holding	Clothing Allowance	797.23
Garbage Guys	Waste Removal	94.00
Golden Valley Hardscape	Mulch	2,065.50
Grainger	Waders	283.29
Graymont Western Lime	Chemicals	7,641.06
Growmark	Propane/Key Fobs/Fuel Tank Program	2,192.78
Hawkins Water Treatment Group	Chemicals	7,285.87
Heartland Tire & Auto Care	Park Gator Tire	498.00
Herman Drainage	Repairs/Tree Removal/Mowing	7,982.87
Hiway Truck Equipment	Repairs	503.20
Hull Plumbing and Heating	Pool Parts/Repairs	3,092.05
Hy-Vee	Supplies	20.97
IA Firefighters Association	Memberships	21.00
IA Law Enforcement Academy	Hazmat Training	25.00
IMFOA	Certification Fee	150.00
Infobunker	Internet Services	91.00
Interstate Power Systems	Generator Repairs	4,341.17

Janet Westrum	Property Protection Program	250.00
Josh Olsen	Reimbursement	201.50
Key Cooperative	LP	300.00
Kiesler's Police Supply	Ammo	5,595.62
KWBG	Advertising Contract	367.20
Kyle's Garage Doors	Garage Door Repair	219.00
Martin Marietta Materials	Road Gravel Stock	1,674.66
McGill Computer Service	Computer Services/Monthly Monitoring	1,578.50
Menards	Parts/Supplies	47.96
Menards	Parts	93.33
Midwest Quality Wholesale	Supplies	132.73
Midwest Wheel Companies	Front Wheel Hub	278.12
MSTS Receivables	Torque Wrench	63.98
Municipal Supply	Water Main Valve Box	393.20
Mutual of Omaha	Life/AD&D Premium	264.32
Nicusa- IA Division	Service Fee	10.08
Nikkel & Associates	Pump Repair	704.75
North Risk Partners	411 Medical Claims	789.60
Nuso	SIP/VOIP Lines	260.28
Ogden Telephone	Internet Services	74.95
Ogden Telephone	Internet Services	84.95
Outdoor Envisions	Downtown Mulch	136.80
Outdoor Image	UF Stump	360.00
Pat Clemons Chevrolet	Truck Repairs	22.61
Penny Vossler	Stump Maps	300.00
Phelps The Uniform Specialists	Mops & Rugs	30.52
Pomp's Tire Service	Tire Repair	407.50
Portable Pro	Portable Toilet Services	435.00
Portable Pro	Portable Toilet Services	345.00
Presenta Plaque Corporation	Plaque Kits	170.78
R & D Industries	Service Video Equipment	64.00
R & W Power	Chainsaw Repairs	226.48
Reserve Account	Postage Refill	1,500.00
SCP Distributors	Pool Rescue Tubes	124.62
Seth Janssen	Reimbursement	19.00
Sheffer Enterprises	Catalyst Grant	40,000.00
Short Elliott Hendrickson	Engineering Fees	125,442.47
Staples Advantage	Supplies	16.79
Staples Oil Company	Gasohol/Diesel	7,868.88
Stivers Midwest Pro	New Patrol Car Upfitting	10,962.89
Storey Kenworthy	Checks/Supplies	1,188.62
Story Construction	North Clarifier Drive Install	55,801.00
Stuehmer Contracting	Custodial Service	800.00
Sunstrom Miller Press	Financial Envelopes	336.00
The Concept Works	Consult/Content Agreement	2,750.00
The Northway Corporation	Well Rehabilitation	29,250.00
Treasurer/State of IA	Pool Sales Tax-September 2025	51.59
Uline	Lost Building - File Cabinets	4,030.00
UnityPoint Health	BLS Instructor	230.00
USA BlueBook	Parts	252.34
Van Wall Equipment	Parts/Repairs	39.03
Walters Sanitary	Waste Removal	216.40
Walters Sanitary	Waste Removal	731.54
WHKS & Co	I/I Inspect Phase 7	35,833.00
World Insurance Associates	State of IA Insurance Filing Fee	504.13

Xerox Corporation	Copier Agreement	100.47
Bills Paid Total		1,327,207.82

FUND	RECEIPTS	DISBURSEMENTS
General	381,732.67	107,282.47
Special	175,101.36	43,174.45
Hotel/Motel	22,899.09	22,500.00
Road Use Tax	191,737.18	15,609.67
Debt Service	0.00	-
Water Utility	341,319.45	60,469.51
Sewer Utility	306,268.59	156,149.26
Family Resource Center	4,829.12	220.51
Capital Project	41,320.81	759,561.60
Storm Water Utility	0.00	36,083.00
Expendable Trust	7,260.79	-
Agency Account	0.00	126,157.35

Moorman moved; Hilsabeck seconded to approve the first reading of Ordinance 2324 to allow the City of Boone, Iowa to change the stop intersections in the Code of Ordinances, amending Chapter 65 by adding 65.02(60), the intersection of South Jackson Street and Hancock Drive is a three-way stop intersection. Ayes: Hilsabeck, Williamson, Angstrom, Byrd, Henson, Kahookele, and Moorman. Nays: none.

Angstrom moved; Henson seconded to waive the second reading of Ordinance 2324 to allow the City of Boone, Iowa to change the stop intersections in the Code of Ordinances, amending Chapter 65 by adding 65.02(60), the intersection of South Jackson Street and Hancock Drive is a three-way stop intersection. Ayes: Williamson, Angstrom, Byrd, Henson, Kahookele, Moorman, and Hilsabeck. Nays: none.

Mayor Stines reported that he participated in the Governor’s Economic Development Roundtable. He noted that the Governor expressed being impressed with the high level of cooperation between the City, Boone School District, Boone County Hospital, and Boone County.

Moorman reported that he attended the open house for the 8th and Ringold townhomes. He noted that one (1) of the homes has been sold, with three (3) still available. He toured the townhomes and commented that they are very nice and offered at a great price point for Boone.

Kahookele reminded everyone that following Trick-or-Treating on October 31, 2025, there will be a Halloween parade held downtown. Holly Stecker also stated that voting for the favorite decorated business window will close on the same day, October 31, 2025.

There being no further business to come before the Council, the meeting adjourned at 7:06 p.m.

ATTEST:

Kim Majors, City Clerk

Elijah Stines, Mayor



UTILITY COMMITTEE Meeting Notice

Governing Body: Utility Committee of Boone, Iowa

Date of Meeting: October 20, 2025

Time of Meeting: 5:00 P.M.

Place of Meeting: City Hall Council Chambers

The City will have this meeting available via Zoom. To join the meeting via internet and/or phone please use the link and/or phone number below. If your computer does not have a mic and you wish to speak, you will have to call in.

<https://us06web.zoom.us/j/85655797097?pwd=C3bDBI14bFyUDtTHOUBJZ0ahBVBSq6.1>

Meeting ID: 856 5579 7097

Passcode: 243693

Phone: 1-301-715-8592 or 1-253-215-8782

1. Call Meeting to Order.

Present: Angstrom, Moorman. By Zoom: Byrd.

Absent: None.

Others present: Andrews, Elmquist, Montag, Majors, Katie Kinsey, Roy Martin. By Zoom: McKenzie Hunt, Perry Gjersvik.

2. Approve Minutes from the August 18, 2025, Meeting.

Moorman moved; Byrd seconded to approve the minutes from the August 18, 2025, meeting.

Ayes: all those in attendance. Nays: none.

3. Discuss Water System Modeling and Water Projects. – SEH.

Katie Kinsey and McKenzie Hunt, Short Elliott Hendrickson Inc. (SEH), provided an update on the following City of Boone's Water System Expansion Projects:

1. The Jordan Aquifer was identified as a potential water source due to its lower nitrate concentrations. However, after consultation with a hydrogeologist and the Iowa DNR, it was determined that the Jordan Aquifer could not supply adequate yield for the City's needs. As a result, this portion of the project has been removed, and focus has shifted to the construction of Alluvial Well #30, which is located in a historically low-nitrate area and is more cost-effective to build. This well will play a critical role in maintaining water quality and meeting increased demand when Daisy becomes operational.

2. Treatment upgrades to Lime Softening was originally planned to support the use of the Jordan Aquifer as a new water source. However, since the Jordan Aquifer was later found to be unfeasible due to low water yield, this project has been removed, resulting in some cost savings.

3. Modifications to the Clearwell were originally recommended to prevent flooding during Ground Storage Reservoir repairs. These involved lowering the water level in the chlorine contact tank. However, a review of the plant plans revealed an existing bypass line that achieves the same goal. Therefore, the project has been removed, resulting in full cost savings.

4. An evaluation in October 2022 identified several repairs needed to improve the structure and function of the Ground Storage Reservoir. These repairs are critical to complete before the Daisy facility comes online in August 2028, as the reservoir will be essential to meet increased system demand. This project will go out for bid soon.

5. The Water Treatment Plant currently uses three (3) high service pumps, running two (2) and keeping one (1) as backup. This project will replace them with four (4) new pumps equipped with variable frequency drives (VFDs), allowing three (3) to run at once and one (1) to serve as backup. The upgrade is needed by 2030 to meet future system demand.

6. The Daisy facility will require up to 750,000 gallons of water at peak times, which could strain the system without added storage. To support this demand, a new 1,000,000-gallon elevated tank is proposed. The tank must be completed by August 2028 to ensure adequate capacity and avoid system disruptions.

7. The altitude valve at the Greene Street Tower has not been working properly, and hydraulic modeling shows the tower is now obsolete due to low usage and concerns about water age, which refers to how long water sits in the system before being used—potentially affecting water quality. As a result, this project has been removed, resulting in full cost savings.

8. Alluvial Well #30 project replaces the original Jordan Aquifer plan. A new well will be built to draw water from the alluvial aquifer, which is expected to have lower nitrate levels. This will help the City manage water quality when nitrate levels rise in other wells. The well must be completed before the Daisy facility begins operation in August 2028 to meet increased water demand.

9. The current Sodium Hypochlorite Feed System, which disinfects the City's water, is too small to meet future demand starting in 2028. In addition, the existing room lacks enough space for proper storage and operator safety. To address this, an addition to the high service pump building will be constructed to house a larger bulk storage tank, feed pumps, and necessary safety equipment.

10. The existing generator is too small to meet the power needs expected by 2029. To ensure reliable backup power for the Water Treatment Plant, wells, and high service pumps, it is recommended to upsize the existing generator with two (2) 600 kW generators.

11. Hydraulic modeling has identified several key water main upgrades needed before the Daisy facility begins operation in August 2028. One major project is the Boone & Scenic Valley Railroad Water Main, which will connect a large main across the Union Pacific Railroad to the Industrial Tower, improving system balance. Another project will redesign water mains

near W. 12th Street and Coal Road to reduce high pressure expected on the west side of the system once Daisy is online.

12. Hydraulic modeling also shows that the Daisy site needs its own pressure zone. To provide the required pressure, a booster station will be installed at the new tower site, and a check valve will be added on Eastgate Drive to prevent backflow into the main system. Both installations must be completed before the new tower becomes operational to ensure proper pressure and system performance.

After discussing the current projects, Katie Kinsey and McKenzie Hunt, went into future projects:

1. Hydraulic modeling for the distribution system identified a needed upgrade to the North Transmission Main to provide a redundant water main from the Water Treatment Plant to the east side of town, improving system reliability. This upgrade will also support future growth by allowing new water users to connect on the north and east sides of town. In addition, an altitude valve will be installed at the Industrial Tower to prevent potential overflow and ensure proper operation. Kinsey explained that the cost of the project is high due to the six (6)-mile length of pipe, and securing funding for it has proven to be difficult. She noted that if the Committee decides to proceed with this project, the Boone and Scenic Valley Railroad water main project would no longer be necessary.

2. A new alluvial well (Well #30) is proposed to help lower overall nitrate levels in the City's raw water supply. Elevated nitrate concentrations have been observed in all wells during the summer months. The project team evaluated reverse osmosis and ion exchange as potential treatment options; however, both technologies generate waste streams that are difficult to manage within the existing water treatment plant configuration. These waste streams, which would flow to the lime waste ponds and eventually to the Des Moines River, contain high levels of chloride and nitrate that exceed the limits of the City's NPDES permit. To avoid these challenges, biological nitrate treatment was explored as an alternative. This process can effectively reduce nitrate concentrations while integrating with the existing water treatment infrastructure. The EPA's Maximum Contaminant Level (MCL) for nitrate is 10 mg/L. With the expected increase in water demand following the Daisy facility's startup, raw water nitrate levels are projected to range between 7.0 and 10 mg/L during summer months. Since current levels remain below the EPA limit, the City of Boone is not currently required to implement additional nitrate treatment.

3. A new alluvial well (Well #31) may be added to draw additional water from the alluvial aquifer. The goal of this well is to provide a source with lower nitrate levels to improve the City's blending strategy when nitrate levels rise in existing wells. If nitrate concentrations exceed regulatory or operational limits, the City should compare the benefits of building this additional well versus installing a nitrate treatment system.

The total estimated cost for the updated list of active projects is \$14,289,612, compared to the original PER recommendation total of \$10,880,719. The combined estimated cost of the projects currently on hold is \$22.1 million. After further discussion about funding and the need for the

North Transmission Main in the future, the Committee directed staff to pursue the North Transmission Main instead of the Boone & Scenic Valley Railroad Water Main Project, as it was deemed to make more sense. Additionally, Elmquist stated she would work with Maggie Burger from Speer Financial to explore what a bond might look like and continue searching for available grants.

1. Review the August and September 2025 US Water Monthly Report.

The Committee reviewed the August and September 2025 US Water Monthly Report.

2. Meter Upgrade Report.

a. August

Andrews reported that in August, staff finished thirty-five (35) meter upgrades, six (6) meters were installed for a new service, and twenty-nine (29) meters were changed due to other reasons.

b. September

Andrews reported that in September, staff finished forty-seven (47) meter upgrades, three (3) meters were installed for a new service, and forty-four (44) meters were changed due to other reasons.

3. Stop Box Repair/Shut Off Report.

a. August

Vote submitted that in August, \$4,501.01 was collected during shut-offs; twenty-five (25) accounts qualified to be on the shut off list. Eleven (11) delinquent bills totaling \$3,550.03 were certified August 28, 2025, and if left unpaid, eleven (11) bills totaling \$4,803.42 are scheduled to be certified on October 6, 2025. Vote also reported that there are one hundred seventy-eight (178) stop boxes in need of repair, seventy-six (76) of which have lead service lines.

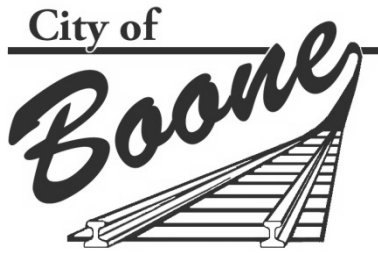
b. September

Vote submitted that in September, \$5,961.67 was collected during shut-offs; twenty-four (24) accounts qualified to be on the shut off list. Five (5) delinquent bills totaling \$1,942.67 were certified October 10, 2025, and if left unpaid, sixteen (16) bills totaling \$5,241.64 are scheduled to be certified on October 28, 2025. Vote also reported that there are one hundred seventy-nine (179) stop boxes in need of repair, seventy-five (75) of which have lead service lines.

4. Other Business.

5. Adjourn.

With no further business coming before the Committee the meeting adjourned at 5:48 p.m.



Public Safety and Transportation Committee

Date of Meeting: October 29, 2025

Time of Meeting: 4:30 P.M.

Place of Meeting: Council Chamber at City Hall
(923 8th Street, Second Floor)

The City will have this meeting available via Zoom. To join the meeting via internet and/or phone please use the link and/or phone number below. If your computer does not have a mic and you wish to speak, you will have to call in.

<https://us06web.zoom.us/j/84126238304?pwd=5VuElv9Fel8BDB6diqVbMvjFv5CI8b.1>

Meeting ID: 841 2623 8304

Passcode: 382662

Phone: 1-301-715-8592 or 1-253-215-8782

1. Call Meeting to Order.

Present: Hilsabeck

By Zoom: Henson

Absent: Angstrom

Others Present: Elmquist, Majors, Andrews, Wiebold, Jordyn Hubbard

2. Approve Minutes from the September 24, 2025, Public Safety Meeting.

Hilsabeck moved; Henson seconded to approve the minutes from the September 24, 2025, Public Safety meeting. Ayes: all those in attendance. Nays: none.

3. Request for a Stop Sign at the Intersection of 19th Street and Carroll Street. – Jordyn Hubbard.

Jordyn Hubbard requested that a stop sign be placed at the intersection of 19th Street and Carroll Street, noting that 19th Street is currently uncontrolled and experiences heavy school-related traffic before and after school hours. Wiebold reported that there have been two (2) accidents at this intersection in the past ten (10) years and noted that one (1) block over is a through street. Based on this information, Wiebold stated he would not recommend installing a stop sign at 19th Street and Carroll Street. The Committee discussed increased patrols in the area before and after school that could help manage traffic concerns. Hilsabeck moved; Henson seconded, to deny Hubbard's request to place a stop sign at 19th Street and Carroll Street and to add extra patrol in the area before and after school. Ayes: all those in attendance. Nays: none.

4. Review/Approve Christmas Parade Permit Application and Street Closure. – Kris Blocker.

Wiebold presented the Boone County Convention and Visitors Bureau's request for a Christmas Parade Permit and corresponding street closure and map. He stated that this year's parade has been moved from Thursday to Saturday, December 6th, and will follow the route beginning at 6th Street, proceeding north to 9th Street, turning left on Arden Street, left on 8th Street, and exiting north on Story Street. Wiebold advised that he spoke with Kris Blocker, Executive Director of the CVB, regarding staffing for the event.

Blocker confirmed that volunteers will be provided to staff the non–Story Street intersections, which Wiebold indicated he supports. Hilsabeck moved; Henson seconded, to approve Boone County Convention and Visitors Bureau’s request for a Christmas Parade Permit and route, December 6, 2025, starting at 5:30 p.m. Ayes: all those in attendance. Nays: none.

5. Request to Add a Pedestrian Crossing on Hawkeye Drive between ALICE Place and Fareway Stores.

Elmquist presented a request to add a pedestrian crossing on Hawkeye Drive between ALICE Place and the Fareway Store, noting that residents of ALICE Place have been walking along the roadway to reach Fareway, creating safety concerns. Andrews has worked with a contractor hired by Fareway to develop a crosswalk plan that meets SUDAS (Statewide Urban Design and Specifications) requirements. Elmquist stated that she has contacted ALICE Place, who indicated they have no objection to the proposed crosswalk plan, provided that it does not encroach on their property due to federal grant restrictions. Fareway has agreed to participate in the sidewalk program, with Fareway paying 75% of the cost and the City covering the remaining 25%. Henson moved; Hilsabeck seconded to approve placing a pedestrian crossing on Hawkeye Drive between ALICE Place and Fareway Store. Ayes: all those in attendance. Nays: none.

6. Other Business.

7. Adjourn.

4:44 p.m.

RECORD OF COUNCIL APPROVED BILLS

Williamson

November 3, 2025

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills Paid	-
Arts Bills Paid	-
Library Bills Paid	15,509.68
Park Bills Paid	-
Utility Billing Refunds	2,179.42
1st Checks Paid	13,491.67
Manuals/Misc Total	15,117.02
Voided checks	-
Open Council Bills Total	157,498.00
Payroll Wages (10/31/2025)	163,196.71
Payroll Vendor Checks (10/31/25)	102,126.92
TOTAL EXPENDITURES	<u>\$ 469,119.42</u>

Signed By _____

Date _____

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
ACCESS SYSTEMS (4566)						
	40395385	PRINTING CONTRACT-PD	11/03/2025	259.08	001-110-6419	SERVICES & COMPUTER SU
Total ACCESS SYSTEMS (4566):				259.08		
AHLERS & COONEY PC (32)						
	901945	AMEND NO 11 TO SE BOONE URP	11/03/2025	229.00	001-520-6411	LEGAL FEES
Total AHLERS & COONEY PC (32):				229.00		
ALLIANT ENERGY (45)						
	091225	TRAFFIC LIGHTS - 11TH/STORY ST	11/03/2025	60.44	110-240-6371	TRAFFIC UTILITIES
	091225	UTILITIES - SWIMMING POOL	11/03/2025	2,964.27	001-435-6371	UTILITIES
	091225	TRAFFIC LIGHTS - S STORY/PARK AV	11/03/2025	67.43	110-240-6371	TRAFFIC UTILITIES
	091225	TRAFFIC LIGHTS - 1203 8TH ST-HYVE	11/03/2025	67.25	110-240-6371	TRAFFIC UTILITIES
	091225	UTILITIES-13130 W PARK LIFT STATIO	11/03/2025	684.25	610-816-6371	UTILITIES
	091225	UTILITIES - 609 FOREST AVE - CEMET	11/03/2025	92.79	001-450-6371	UTILITIES
	091225	TRAFFIC LIGHTS - STORY/CNR 1ST	11/03/2025	59.83	110-240-6371	TRAFFIC UTILITIES
	091225	UTILITIES - 609 FOREST AVE - CEMET	11/03/2025	142.97	001-450-6371	UTILITIES
	091225	TRAFFIC LIGHTS - 329 BENETON ST P	11/03/2025	59.34	110-240-6371	TRAFFIC UTILITIES
	100825	UTILITIES - 1410 8TH ST	11/03/2025	40.37	110-230-6371	STREET LIGHTING
	100825a	UTILITIES - 4TH ST CN STORY STREE	11/03/2025	186.31	110-230-6371	STREET LIGHTING
	100925	UTILITIES - 4TH ST	11/03/2025	90.15	110-240-6371	TRAFFIC UTILITIES
	101425	TRAFFIC LIGHTS - 11TH/STORY ST	11/03/2025	61.76	110-240-6371	TRAFFIC UTILITIES
	101425	UTILITIES - SWIMMING POOL	11/03/2025	405.20	001-435-6371	UTILITIES
	101425	TRAFFIC LIGHTS - S STORY/PARK AV	11/03/2025	57.36	110-240-6371	TRAFFIC UTILITIES
	101425	TRAFFIC LIGHTS - 1203 8TH ST-HYVE	11/03/2025	55.30	110-240-6371	TRAFFIC UTILITIES
	101425	UTILITIES-13130 W PARK LIFT STATIO	11/03/2025	285.39	610-816-6371	UTILITIES
	101425	UTILITIES - 609 FOREST AVE - CEMET	11/03/2025	88.53	001-450-6371	UTILITIES
	101425	TRAFFIC LIGHTS - STORY/CNR 1ST	11/03/2025	50.10	110-240-6371	TRAFFIC UTILITIES
	101425	UTILITIES - 609 FOREST AVE - CEMET	11/03/2025	115.17	001-450-6371	UTILITIES
	101425	TRAFFIC LIGHTS - 329 BENETON ST P	11/03/2025	48.21	110-240-6371	TRAFFIC UTILITIES
	101525	UTILITIES - 1930 S STORY ST HWY 30	11/03/2025	133.63	110-230-6371	STREET LIGHTING
	101625	UTILITIES-S STORY/HAWKEYE DR TR	11/03/2025	87.31	110-240-6371	TRAFFIC UTILITIES
	101625	UTILITIES-LINN ST SIRENS	11/03/2025	71.54	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	101625	UTILITIES-DORAN DR SIRENS	11/03/2025	38.01	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	101625	UTILITIES-CLINTON WATER TOWER	11/03/2025	341.40	600-811-6371	UTILITIES
	101625	UTILITIES-1721 MCHOSE (WW)	11/03/2025	56.29	610-816-6371	UTILITIES
	101625	UTILITIES-FRC	11/03/2025	2,977.70	730-899-6371	UTILITIES/FAMILY RESOURC
	102225	UTILITIES - CRAWFORD CNR 19TH ST	11/03/2025	70.33	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	102225a	UTILITIES-4TH ST SIREN	11/03/2025	76.77	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	102225a	UTILITIES-ARGO ST SIREN	11/03/2025	71.82	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	102225a	UTILITIES-1804 KATE SHELLEY METE	11/03/2025	23.48	600-811-6371	UTILITIES
	102225a	UTILITIES-GREENE ST TOWER	11/03/2025	154.45	600-811-6371	UTILITIES
	102225a	UTILITIES-1817 S LINN LIFT STATION	11/03/2025	98.24	610-816-6371	UTILITIES
	102225a	UTILITIES-902 SNEDDEN LIFT STATIO	11/03/2025	94.94	610-816-6371	UTILITIES
Total ALLIANT ENERGY (45):				9,978.33		
AMAZON CAPITAL SERVICES INC (4073)						
	13CJ-3616-6	FUEL TANK FIRE EXTINGUISHER CABI	11/03/2025	76.07	110-210-6310	REPAIRS/CITY SHED
	1C1K-769C-	OFFICE SUPPLIES - CITY HALL	11/03/2025	29.02	001-620-6506	SUPPLIES/OFFICE
	1C1K-769C-	OFFICE SUPPLIES - CITY HALL	11/03/2025	29.01	110-211-6506	SUPPLIES/OFFICE
	1C1K-769C-	OFFICE SUPPLIES - CITY HALL	11/03/2025	29.01	600-810-6506	SUPPLIES/OFFICE
	1C1K-769C-	OFFICE SUPPLIES - CITY HALL	11/03/2025	29.01	610-815-6506	SUPPLIES/OFFICE
	1G3Y-7Y93-7	HEADLAMP	11/03/2025	37.35	610-816-6599	MISCELLANEOUS
	1G3Y-7Y93-7	LIGHT BULBS	11/03/2025	86.36	610-816-6310	BUILDING & GROUNDS
	1HFL-VYLL-	ALLEY MARKERS	11/03/2025	79.98	110-210-6599	SUPPLIES

Open Bills

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
	1LRX-6C3J-	CARBURETOR KIT	11/03/2025	22.97	610-816-6310	BUILDING & GROUNDS
	1QVJ-7944-X	DOOR LOCK	11/03/2025	129.99	001-150-6599	MISC/SUPPLIES
Total AMAZON CAPITAL SERVICES INC (4073):				548.77		
ANDREY KARAGAYEV (4934)						
	063024	UB REFUND	11/03/2025	75.00	600-810-6490	WATER DEPOSIT REFUNDS
Total ANDREY KARAGAYEV (4934):				75.00		
ARNOLD MOTOR SUPPLY (86)						
	08NV209287	OIL FILTERS	11/03/2025	5.29	001-110-6332	REPAIRS/CARS
	08NV209385	WIRE BRUSH	11/03/2025	13.77	110-210-6599	SUPPLIES
	08NV209619	KILL SWITCH # 10	11/03/2025	85.94	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV209693	LOCK-TITE	11/03/2025	14.59	110-210-6599	SUPPLIES
	08NV209838	METRIC O-RINGS	11/03/2025	2.52	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV209905	BULK OIL 5W-20 SYN	11/03/2025	863.40	110-210-6331	GAS & OIL
	08NV209994	OIL DRY	11/03/2025	74.88	110-210-6599	SUPPLIES
	08NV210050	LATEX GLOVES	11/03/2025	229.90	110-210-6599	SUPPLIES
	08NV210054	STREET SWEEPER REPAIR	11/03/2025	663.24	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV210097	ZIP TIES	11/03/2025	28.00	110-210-6599	SUPPLIES
Total ARNOLD MOTOR SUPPLY (86):				1,981.53		
BILL BYRD (2602)						
	073125	RESIDENTIAL SIDEWALK PROGRAM	11/03/2025	412.50	110-210-6490	ADA SIDEWALK/RESIDENTIA
Total BILL BYRD (2602):				412.50		
BOMGAARS (4040)						
	85844121	WATER SALESMAN FITTINGS	11/03/2025	56.94	110-210-6310	REPAIRS/CITY SHED
	85845264	FASTENERS	11/03/2025	12.57	001-150-6599	MISC/SUPPLIES
	85852774	CAULKING	11/03/2025	79.92	610-816-6310	BUILDING & GROUNDS
	85854584	SIGN BOLTS	11/03/2025	10.95	110-210-6509	SIGNS/POSTS/SIGNALS
	85854970	TRUCK # 18 LEVEL	11/03/2025	39.99	110-210-6599	SUPPLIES
	85856004	SIGN BOLTS	11/03/2025	6.48	110-210-6509	SIGNS/POSTS/SIGNALS
	85856066	SIGN BOLTS	11/03/2025	6.93	110-210-6509	SIGNS/POSTS/SIGNALS
Total BOMGAARS (4040):				213.78		
BONNIE WILLIAMS (4930)						
	101325	PROPERTY PROTECTION PROGRAM	11/03/2025	250.00	740-865-6499	I AND I PROJECT (PPP)
Total BONNIE WILLIAMS (4930):				250.00		
BOONE ACE HARDWARE (2706)						
	085636/2	PVC FITTINGS	11/03/2025	19.97	600-811-6350	REPAIRS
	85636/2	PLUMBING SUPPLIES	11/03/2025	19.97	600-811-6599	SUPPLIES
	85659/2	WATER TOWER ELECTRICAL	11/03/2025	95.40	600-812-6499	WATER TOWER MAINTENAN
	85661/2	SANDING DISCS	11/03/2025	4.99	001-150-6599	MISC/SUPPLIES
	85665/2	SAW BLADE, BOLTS BATHROOM PAR	11/03/2025	73.54	001-150-6599	MISC/SUPPLIES
	85669/2	PVC GLUE	11/03/2025	9.59	600-812-6499	WATER TOWER MAINTENAN
	85676/2	WATER TOWER BREAKERS	11/03/2025	58.98	600-812-6499	WATER TOWER MAINTENAN
	85676/2	PUMP AND HOSES	11/03/2025	43.98	600-812-6599	SUPPLIES
	85678/2	PEOPLE LIGHT WIRE NUTS	11/03/2025	15.99	110-240-6350	TRAFFIC REPAIRS
	85700/2	LIGHT BULBS	11/03/2025	15.36	600-812-6499	WATER TOWER MAINTENAN
	85703/2	BOLTS BATHROOM PARTIAN	11/03/2025	9.60	001-150-6599	MISC/SUPPLIES
	85708/2	BOLTS FOR BATHROOM PARTIAN	11/03/2025	15.25	001-150-6599	MISC/SUPPLIES

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
	85728/2	DOOR KNOB FOR TOWER	11/03/2025	51.98	600-812-6499	WATER TOWER MAINTENAN
	85747/2	DOOR STOP / MORTISE LOCK PLATE /	11/03/2025	62.98	001-150-6310	BUILDING MAINTENANCE
Total BOONE ACE HARDWARE (2706):				497.58		
BOONE COUNTY (4567)						
	093025	PARKING TICKET COLLECTIONS FEE	11/03/2025	150.00	001-240-6506	SUPPLIES/OFFICE
	544457	LANDFILL DISPOSAL	11/03/2025	212.94	610-816-6379	LANDFILL/SLUDGE
	545167	LANDFILL DISPOSAL	11/03/2025	368.34	610-816-6379	LANDFILL/SLUDGE
Total BOONE COUNTY (4567):				731.28		
BOONE COUNTY ABSTRACT (159)						
	SIN-FIT0003	OWNERSHIP/LIEN REPORT 521 12TH	11/03/2025	150.00	307-750-6750	DEMOLITION
Total BOONE COUNTY ABSTRACT (159):				150.00		
BOONE HARDWARE (1963)						
	23469/1	KEY FOR PATROL CAR	11/03/2025	3.49	001-110-6599	POLICE EQUIP/SUPPLIES
	23491/1	KEY FOR PATROL CAR	11/03/2025	3.49	001-110-6599	POLICE EQUIP/SUPPLIES
	23524/1	PAINT BRUSH	11/03/2025	9.99	001-150-6599	MISC/SUPPLIES
	23562/1	HOSE CLAMP	11/03/2025	10.10	610-816-6310	BUILDING & GROUNDS
	23753/1	AA BATTERIES	11/03/2025	12.99	001-150-6599	MISC/SUPPLIES
	23754/1	NOZZLE	11/03/2025	9.09	001-150-6599	MISC/SUPPLIES
Total BOONE HARDWARE (1963):				49.15		
BOONE NEWS REPUBLICAN (4622)						
	11705040	PUBLIC HEARING - BIDS FOR SNOW/I	11/03/2025	23.54	001-620-6414	PUBLICATIONS
	11710806	PUBLIC NOTICE - NOI TO IA DNR	11/03/2025	16.00	001-050-2142	PUBLIC WORKS UNION DUE
	11748157	10/6/25 COUNCIL PROCEEDINGS	11/03/2025	332.16	001-620-6414	PUBLICATIONS
Total BOONE NEWS REPUBLICAN (4622):				371.70		
CARQUEST (4611)						
	15998-15773	EXAUST HANGERS #33 & CHIP TRK	11/03/2025	149.52	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total CARQUEST (4611):				149.52		
CENTRAL IA READY MIX (3871)						
	806010	612 8TH ST ALLEY PATCH	11/03/2025	724.00	110-210-6399	REPAIRS-STREET
	806598	204 S DIVISION PATCH	11/03/2025	2,080.00	110-210-6399	REPAIRS-STREET
Total CENTRAL IA READY MIX (3871):				2,804.00		
CINTAS CORPORATION (3731)						
	5298402506	MED CABINET REFILL-PW	11/03/2025	109.92	110-210-6599	SUPPLIES
Total CINTAS CORPORATION (3731):				109.92		
CITY OF BOONE (479)						
	100225	WATER/SEWER - FRC	11/03/2025	516.50	730-899-6371	UTILITIES/FAMILY RESOURC
Total CITY OF BOONE (479):				516.50		
CORE & MAIN LP (3929)						
	X953309	3/4" WATER METERS	11/03/2025	19,376.00	610-817-6504	METERS

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total CORE & MAIN LP (3929):				19,376.00		
DAKOTA SUPPLY GROUP (2892)						
	S105091989.	HYDRANT EXTENSIONS	11/03/2025	2,859.45	600-812-6351	HYDRANTS
	S105091989.	WATER MAIN PARTS	11/03/2025	3,474.60	600-812-6350	MAIN & VALVE WORK
	S105100288.	WTAER MAIN VALVE BOXS	11/03/2025	262.79	600-812-6350	MAIN & VALVE WORK
Total DAKOTA SUPPLY GROUP (2892):				6,596.84		
DEPT OF HEALTH & HUMAN SRVCS (2557)						
	102825	CLIA LAB CERT	11/03/2025	248.00	001-150-6599	MISC/SUPPLIES
Total DEPT OF HEALTH & HUMAN SRVCS (2557):				248.00		
DEPT OF INSPECTIONS & APPEALS (2669)						
	305431	FRC BOILER INSPECTION	11/03/2025	190.00	730-899-6499	SERVICES
Total DEPT OF INSPECTIONS & APPEALS (2669):				190.00		
DICK'S FIRE EXTINGUISHER SVC (3841)						
	27375	FUEL TANK FIRE EXTINGUISHER	11/03/2025	150.36	110-210-6310	REPAIRS/CITY SHED
Total DICK'S FIRE EXTINGUISHER SVC (3841):				150.36		
DRONE-WORKS (4326)						
	DW2510090	DRONE PROPS REPLACEMENT	11/03/2025	192.00	001-110-6599	POLICE EQUIP/SUPPLIES
	DW2510090	INTERIOR DRONE	11/03/2025	2,899.00	167-110-6599	TRUST/DRUG PURCHASE
Total DRONE-WORKS (4326):				3,091.00		
EVOQUA WATER TECHNOLOGIES, LLC (3630)						
	907210574	NORTH CLARIFIER DRIVE UNIT REPL	11/03/2025	61,503.34	610-816-6727	CAPITAL EQUIPMENT
Total EVOQUA WATER TECHNOLOGIES, LLC (3630):				61,503.34		
FAST LANE AUTO CARE (4074)						
	23431	TIRE PLUGS	11/03/2025	21.00	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total FAST LANE AUTO CARE (4074):				21.00		
FRAMBES, COOPER & OLIVIA (4538)						
	093023	STALE DATED UTILITY REFUND FRO	11/03/2025	83.82	600-810-6490	WATER DEPOSIT REFUNDS
Total FRAMBES, COOPER & OLIVIA (4538):				83.82		
GALLS PARENT HOLDING LLC (645)						
	032777300	NAEVE CLOTHING	11/03/2025	423.11	001-110-6181	CLOTHING ALLOWANCE
Total GALLS PARENT HOLDING LLC (645):				423.11		
GRAINGER (679)						
	9676291330	PARTS-FITTINGS FOR CHLORINE INJ	11/03/2025	142.59	600-811-6350	REPAIRS
Total GRAINGER (679):				142.59		
HAWKINS WATER TREATMENT GROUP (595)						
	7225653	DEMURRAGE CHARGE CHLORINE CY	11/03/2025	10.00	600-811-6501	CHEMICALS

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total HAWKINS WATER TREATMENT GROUP (595):				10.00		
HUBER TECHNOLOGY INC (3103)						
	CD10029625	SOLENOID VALVE-WASH PRESS	11/03/2025	607.00	610-816-6350	REPAIRS
Total HUBER TECHNOLOGY INC (3103):				607.00		
INFOMAX OFFICE SYSTEMS INC (3658)						
	40371975	CITY HALL PRINTING CONTRACT	11/03/2025	94.20	001-170-6506	SUPPLIES/OFFICE
	40371975	CITY HALL PRINTING CONTRACT	11/03/2025	87.79	001-620-6599	MISC/MAINTENANCE AGREEMENT
	40371975	CITY HALL PRINTING CONTRACT	11/03/2025	181.51	600-810-6505	EQUIPMENT/OFFICE
	40371975	CITY HALL PRINTING CONTRACT	11/03/2025	181.51	610-815-6505	EQUIPMENT/OFFICE
	40371975	CITY HALL PRINTING CONTRACT	11/03/2025	58.14	110-211-6506	SUPPLIES/OFFICE
Total INFOMAX OFFICE SYSTEMS INC (3658):				603.15		
IOWA PRISON INDUSTRIES (833)						
	303671	ALL WAY STOP SIGNS	11/03/2025	603.13	110-210-6509	SIGNS/POSTS/SIGNALS
Total IOWA PRISON INDUSTRIES (833):				603.13		
IOWA PUMP WORKS INC (3627)						
	INV029217	REPLACE PUMP-S LINN LIFT STATION	11/03/2025	2,918.62	610-816-6399	LIFT STATION REPAIR
Total IOWA PUMP WORKS INC (3627):				2,918.62		
JIMMY BERRY (4512)						
	013124	STALE DATED UTILITY REFUND FROM	11/03/2025	125.00	600-810-6490	WATER DEPOSIT REFUNDS
Total JIMMY BERRY (4512):				125.00		
JOHNSTONE SUPPLY (4047)						
	7185960	GEO THERMAL CIRCULATION PUMP	11/03/2025	4,812.76	121-899-6599	FRC BUILDING IMPROVEMENT
Total JOHNSTONE SUPPLY (4047):				4,812.76		
JUSTIN MALCOM (4933)						
	06324	UB REFUND	11/03/2025	125.00	600-810-6490	WATER DEPOSIT REFUNDS
Total JUSTIN MALCOM (4933):				125.00		
KAYLA MEIS (4932)						
	063024	UB REFUND	11/03/2025	125.00	600-810-6490	WATER DEPOSIT REFUNDS
Total KAYLA MEIS (4932):				125.00		
KEVIN MURPHY (4931)						
	043024	UB REFUND	11/03/2025	125.00	600-810-6490	WATER DEPOSIT REFUNDS
Total KEVIN MURPHY (4931):				125.00		
KRISTEN PEBBLES (4928)						
	102725	117 W 9TH HOUSING REFUND	11/03/2025	5,000.00	307-750-6498	ESCROW REIMBURSEMENT
Total KRISTEN PEBBLES (4928):				5,000.00		

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
KRUCK PLUMBING & HEATING (1049)						
	7350	REPAIR CHECK VALVE	11/03/2025	777.50	001-650-6310	REPAIRS
Total KRUCK PLUMBING & HEATING (1049):				777.50		
LAW ENFORCEMENT SEMINARS LLC (4927)						
	2032220	BACKGROUND INVESTIGATIONS TRAI	11/03/2025	445.00	001-110-6240	TRAVEL/CONF/TRAINING EX
Total LAW ENFORCEMENT SEMINARS LLC (4927):				445.00		
MARTIN MARIETTA MATERIALS (1167)						
	47549576	GRAVEL-STOCK	11/03/2025	735.83	110-210-6507	GRAVEL
Total MARTIN MARIETTA MATERIALS (1167):				735.83		
MCFARLAND CLINIC (2419)						
	102325	LABS/PATHOLOGY/PREEMPLOYEMEN	11/03/2025	166.00	112-930-6150	GROUP INSURANCE PAYME
	102325	ASSAY OF ALCOHOL/LAB PATHOLOG	11/03/2025	168.00	112-930-6150	GROUP INSURANCE PAYME
Total MCFARLAND CLINIC (2419):				334.00		
MES SERVICE COMPANY LLC (4835)						
	IN2365215	CALIBRATION GAS FOR GAS MONITO	11/03/2025	176.22	001-150-6504	EQUIPMENT
Total MES SERVICE COMPANY LLC (4835):				176.22		
MIDWEST QUALITY WHOLESALE (3661)						
	357749	CAN LINERS	11/03/2025	21.56	001-150-6599	MISC/SUPPLIES
Total MIDWEST QUALITY WHOLESALE (3661):				21.56		
MIDWEST WHEEL COMPANIES (3415)						
	4367528-00	SLACK ADJUSTERS # 33	11/03/2025	204.22	110-210-6350	REPAIRS-EQUIP/MECHANIC
	4371452-00	SLACK ADJUSTER SHIMS #33	11/03/2025	4.81	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total MIDWEST WHEEL COMPANIES (3415):				209.03		
MURPHY TRACTOR & EQUIPMENT CO. (1704)						
	2547848	JD 772 PARTS	11/03/2025	6,688.89	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total MURPHY TRACTOR & EQUIPMENT CO. (1704):				6,688.89		
NIKKEL & ASSOCIATES INC (1333)						
	73995	REATTACH SERVICE WIRE	11/03/2025	979.38	404-750-6310	ROOF REPLACEMENT WW-C
Total NIKKEL & ASSOCIATES INC (1333):				979.38		
NORTHERN TOOL & EQUIPMENT (2068)						
	5c91ac06	PALLET JACK	11/03/2025	449.98	610-816-6505	EQUIPMENT-MINOR
Total NORTHERN TOOL & EQUIPMENT (2068):				449.98		
O'REILLY AUTOMOTIVE STORES INC (1349)						
	0351-236500	TAILLIGHT FOR MAINTENANCE TRUC	11/03/2025	9.09	001-650-6310	REPAIRS
	0351-236955	VENT FAN DRIVE BELT	11/03/2025	32.44	600-811-6350	REPAIRS
Total O'REILLY AUTOMOTIVE STORES INC (1349):				41.53		

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
PHELPS THE UNIFORM SPECIALISTS (5)						
	2138222	MOPS & RUGS	11/03/2025	30.52	001-150-6399	LAUNDRY
Total PHELPS THE UNIFORM SPECIALISTS (5):				30.52		
PHOTON LASER ENGRAVING LLC (4464)						
	cobo0008	YRS OF SERVICE PLAQUE	11/03/2025	185.00	001-620-6506	SUPPLIES/OFFICE
Total PHOTON LASER ENGRAVING LLC (4464):				185.00		
SHI INTERNATIONAL CORP. (4482)						
	B20389691	COMPUTER	11/03/2025	347.45	610-815-6505	EQUIPMENT/OFFICE
	B20389691	COMPUTER	11/03/2025	347.45	600-810-6505	EQUIPMENT/OFFICE
Total SHI INTERNATIONAL CORP. (4482):				694.90		
SHORT ELLIOTT HENDRICKSON INC (3861)						
	497101	HANCOCK DR EXT	11/03/2025	12,216.00	334-750-6407	ENGINEERING-HANCOCK DR
Total SHORT ELLIOTT HENDRICKSON INC (3861):				12,216.00		
SITE SERVICES INC (4935)						
	2335	813 KEELER ST. ASBESTOS REMOVAL	11/03/2025	3,780.00	307-750-6750	DEMOLITION
Total SITE SERVICES INC (4935):				3,780.00		
STATE HYGIENIC LABORATORY (802)						
	308477	W8TH ST WATER SAMPLES	11/03/2025	31.00	600-812-6490	LAB ANALYSIS/STATE
Total STATE HYGIENIC LABORATORY (802):				31.00		
STEVE SMITH (4592)						
	090123	UB REFUND	11/03/2025	125.00	600-810-6599	MISCELLANEOUS
Total STEVE SMITH (4592):				125.00		
STRYKER SALES CORP (4164)						
	9210540263	AED BATTERIES	11/03/2025	1,050.00	001-110-6599	POLICE EQUIP/SUPPLIES
Total STRYKER SALES CORP (4164):				1,050.00		
ULTIMATE COATINGS LLC (4347)						
	478	WATER TOWER INSULATION	11/03/2025	1,158.00	600-812-6499	WATER TOWER MAINTENAN
Total ULTIMATE COATINGS LLC (4347):				1,158.00		
USABBLUEBOOK (4474)						
	INV0085460	REPAIR KIT- CHLORINE INJECTOR.	11/03/2025	100.59	600-811-6350	REPAIRS
Total USABBLUEBOOK (4474):				100.59		
VERIZON WIRELESS SERVICES LLC (1822)						
	6125611503	WIRELESS SERVICE- POOL DESK PH	11/03/2025	29.04	001-435-6373	TELEPHONE
	6125611503	WIRELESS SERVICE-PARK IPAD	11/03/2025	30.02	001-430-6373	TELEPHONE
	6125611503	WIRELESS SERVICE-CEMETERY IPAD	11/03/2025	30.02	001-450-6373	TELEPHONE
	6125611503	WIRELESS SERVICE-PW TABLETS 2	11/03/2025	81.24	110-211-6373	TELEPHONE
	6125611503	WIRELESS SERVICE-LIBRARY CELL	11/03/2025	63.84	001-410-6373	TELEPHONE

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total VERIZON WIRELESS SERVICES LLC (1822):				234.16		
VESSCO INC (1828)						
	099185	SWITCH/SENSOR-LIME SLAKER	11/03/2025	422.00	600-811-6350	REPAIRS
Total VESSCO INC (1828):				422.00		
WALMART (4284)						
	104244	CLEANING SUPPLIES	11/03/2025	52.10	110-210-6599	SUPPLIES
	674151835	SHOTGUN AMMO FOR TRAINING	11/03/2025	34.96	001-110-6240	TRAVEL/CONF/TRAINING EX
	674886080	MIKE CELL PROTECTOR	11/03/2025	29.00	001-430-6373	TELEPHONE
	675418017	CANDY, BROWNIES, BOOK BOX SUPP	11/03/2025	13.10	169-410-6599	LIBRARY/MEMORIAL FUND
	890969	SUPPLIES	11/03/2025	76.05	600-811-6599	SUPPLIES
Total WALMART (4284):				205.21		
WINDSTREAM (3283)						
	101525	PHONE SERVICE- BUILDING	11/03/2025	50.72	001-170-6373	TELEPHONE
	101525	PHONE SERVICE- FIRE	11/03/2025	93.13	001-150-6373	TELEPHONE,RADIO REPAIR
Total WINDSTREAM (3283):				143.85		
XEROX CORPORATION (3807)						
	504722944	PRINTING SERVICES-VW	11/03/2025	54.49	610-816-6506	OFFICE SUPPLIES
Total XEROX CORPORATION (3807):				54.49		
Grand Totals:				157,498.00		

Report GL Period Summary

Vendor number hash:	0
Vendor number hash - split:	0
Total number of invoices:	0
Total number of transactions:	0

Report Criteria:
Detail report type printed

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
1ST CHECKS	25	DAVID ADES	110125	CAR ALLOWANCE - NOV	250.00	225735	10/31/2025
Total 25:					250.00		
LIBRARY	45	ALLIANT ENERGY	102225e	ALLIANT UTILITIES, ELEC	3,787.61	225688	10/22/2025
LIBRARY			102225g	UTILITIES, GAS	65.01	225688	10/22/2025
Total 45:					3,852.62		
LIBRARY	217	BOONE BANK & TRUST	102225	SAFE DEPOSIT BOX	55.00	225691	10/22/2025
Total 217:					55.00		
LIBRARY	311	CENTER POINT PUBLISH	2198866	LARGE PRINT FICTION B	595.68	225693	10/22/2025
Total 311:					595.68		
LIBRARY	474	DEMCO	7702318	LIBRARY SUPPLIES	72.41	225696	10/22/2025
Total 474:					72.41		
LIBRARY	612	CHASE	102225	ZS CONFERENCE REGIS	240.00	225694	10/22/2025
LIBRARY			102225DR	DSM REG SUBSCRIPTIO	54.00	225694	10/22/2025
LIBRARY			11486859	ADVENTURE PASS	250.00	225694	10/22/2025
LIBRARY			2510073041	LIBRARY FAX	34.07	225694	10/22/2025
LIBRARY			9513387	KAHOOT SUBS/YOUTH P	180.00	225694	10/22/2025
Total 612:					758.07		
LIBRARY	867	INGRAM BOOK COMPAN	90320141	LIBRARY MATERIALS IN	21.53	225700	10/22/2025
LIBRARY			90320142	LIBRARY MATERIALS IN	113.19	225700	10/22/2025
LIBRARY			90328799	LIBRARY MATERIALS IN	10.31	225700	10/22/2025
LIBRARY			90328800	LIBRARY MATERIALS IN	35.12	225700	10/22/2025
LIBRARY			90357210	LIBRARY MATERIALS IN	24.09	225700	10/22/2025
LIBRARY			90357211	LIBRARY MATERIALS IN	13.80	225700	10/22/2025
LIBRARY			90357212	LIBRARY MATERIALS IN	19.39	225700	10/22/2025
LIBRARY			90372293	LIBRARY MATERIALS IN	19.71	225700	10/22/2025
LIBRARY			90372294	LIBRARY MATERIALS IN	7.47	225700	10/22/2025
LIBRARY			90372295	LIBRARY MATERIALS IN	6.85	225700	10/22/2025
LIBRARY			90372296	LIBRARY MATERIALS IN	38.91	225700	10/22/2025
LIBRARY			90384368	LIBRARY MATERIALS IN	43.13	225700	10/22/2025
LIBRARY			90384369	LIBRARY MATERIALS IN	85.02	225700	10/22/2025
LIBRARY			90384370	LIBRARY MATERIALS IN	64.42	225700	10/22/2025
LIBRARY			90384371	LIBRARY MATERIALS IN	46.13	225700	10/22/2025
LIBRARY			90384372	LIBRARY MATERIALS IN	17.47	225700	10/22/2025
LIBRARY			90394034	LIBRARY MATERIALS IN	19.34	225700	10/22/2025
LIBRARY			90418108	LIBRARY MATERIALS IN	7.11	225700	10/22/2025
LIBRARY			90418109	LIBRARY MATERIALS IN	15.01	225700	10/22/2025
LIBRARY			90418110	LIBRARY MATERIALS IN	13.53	225700	10/22/2025
LIBRARY			90526073	LIBRARY MATERIALS IN	5.40	225700	10/22/2025
LIBRARY			90526074	LIBRARY MATERIALS IN	24.19	225700	10/22/2025
LIBRARY			90526075	LIBRARY MATERIALS IN	19.92	225700	10/22/2025
LIBRARY			90613271	LIBRARY MATERIALS IN	29.56	225700	10/22/2025
LIBRARY			90613272	LIBRARY MATERIALS IN	11.02	225700	10/22/2025

Paid Bills

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
LIBRARY			90613273	LIBRARY MATERIALS IN	11.77	225700	10/22/2025
LIBRARY			90613274	LIBRARY MATERIALS IN	7.88	225700	10/22/2025
LIBRARY			90613275	LIBRARY MATERIALS IN	16.91	225700	10/22/2025
LIBRARY			90613276	LIBRARY MATERIALS IN	16.49	225700	10/22/2025
LIBRARY			90613277	LIBRARY MATERIALS IN	64.98	225700	10/22/2025
LIBRARY			90613278	LIBRARY MATERIALS IN	6.09	225700	10/22/2025
LIBRARY			90613279	LIBRARY MATERIALS IN	24.47	225700	10/22/2025
LIBRARY			90613280	LIBRARY MATERIALS IN	19.70	225700	10/22/2025
LIBRARY			90613281	LIBRARY MATERIALS IN	18.02	225700	10/22/2025
LIBRARY			90613282	LIBRARY MATERIALS IN	13.49	225700	10/22/2025
LIBRARY			90613283	LIBRARY MATERIALS IN	18.12	225700	10/22/2025
LIBRARY			90613284	LIBRARY MATERIALS IN	57.47	225700	10/22/2025
LIBRARY			90613285	LIBRARY MATERIALS IN	11.24	225700	10/22/2025
LIBRARY			90613286	LIBRARY MATERIALS IN	26.25	225700	10/22/2025
LIBRARY			90650099	LIBRARY MATERIALS IN	15.35	225700	10/22/2025
LIBRARY			90650100	LIBRARY MATERIALS IN	21.82	225700	10/22/2025
LIBRARY			90728785	LIBRARY MATERIALS IN	16.20	225700	10/22/2025
LIBRARY			90728786	LIBRARY MATERIALS IN	66.08	225700	10/22/2025
LIBRARY			90728787	LIBRARY MATERIALS IN	95.27	225700	10/22/2025
LIBRARY			90728788	LIBRARY MATERIALS IN	44.81	225700	10/22/2025
LIBRARY			90728789	LIBRARY MATERIALS IN	20.96	225700	10/22/2025
LIBRARY			90728790	LIBRARY MATERIALS IN	45.73	225700	10/22/2025
LIBRARY			90728791	LIBRARY MATERIALS IN	11.68	225700	10/22/2025
LIBRARY			90728792	LIBRARY MATERIALS IN	11.66	225700	10/22/2025
LIBRARY			90728793	LIBRARY MATERIALS IN	11.53	225700	10/22/2025
LIBRARY			90728794	LIBRARY MATERIALS IN	17.64	225700	10/22/2025
LIBRARY			90728795	LIBRARY MATERIALS IN	13.69	225700	10/22/2025
LIBRARY			90728796	LIBRARY MATERIALS IN	166.51	225700	10/22/2025
LIBRARY			90761379	LIBRARY MATERIALS IN	21.36	225700	10/22/2025
LIBRARY			90761380	LIBRARY MATERIALS IN	23.28	225700	10/22/2025
LIBRARY			90786208	LIBRARY MATERIALS IN	20.39	225700	10/22/2025
LIBRARY			90927189	LIBRARY MATERIALS IN	13.40	225700	10/22/2025
LIBRARY			90927190	LIBRARY MATERIALS IN	19.81	225700	10/22/2025
LIBRARY			90927191	LIBRARY MATERIALS IN	12.52	225700	10/22/2025
LIBRARY			90927192	LIBRARY MATERIALS IN	12.52	225700	10/22/2025
LIBRARY			90927193	LIBRARY MATERIALS IN	33.13	225700	10/22/2025
LIBRARY			90927194	LIBRARY MATERIALS IN	22.05	225700	10/22/2025
LIBRARY			90957816	LIBRARY MATERIALS IN	13.32	225700	10/22/2025
LIBRARY			90957817	LIBRARY MATERIALS IN	55.78	225700	10/22/2025
LIBRARY			90957818	LIBRARY MATERIALS IN	26.24	225700	10/22/2025
LIBRARY			90970596	LIBRARY MATERIALS IN	60.75	225700	10/22/2025
LIBRARY			90987697	LIBRARY MATERIALS IN	15.16	225700	10/22/2025
LIBRARY			90987698	LIBRARY MATERIALS IN	10.96	225700	10/22/2025
LIBRARY			90987699	LIBRARY MATERIALS IN	30.64	225700	10/22/2025
LIBRARY			90987700	LIBRARY MATERIALS IN	107.80	225700	10/22/2025
LIBRARY			90987701	LIBRARY MATERIALS IN	14.10	225700	10/22/2025
LIBRARY			90987702	LIBRARY MATERIALS IN	23.06	225700	10/22/2025
Total 867:					2,119.70		
LIBRARY	1049	KRUCK PLUMBING & HEA	7123	EXPANSION TANK REPAI	269.62	225703	10/22/2025
Total 1049:					269.62		
LIBRARY	1249	MIDWEST TAPE	507822993	DIGITAL LIBRARY MATE	555.38	225707	10/22/2025

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
Total 1249:					555.38		
MANUAL	1659	TREASURER/STATE OF I	101325	SALES TAX- SEPTEMBER	3,239.55	101325000	10/29/2025
MANUAL			1013251	WATER EXCISE TAX- SEP	11,877.47	101325001	10/29/2025
Total 1659:					15,117.02		
LIBRARY	1848	WALTERS SANITARY SER	59K08879	TRASH REMOVAL	61.61	225710	10/22/2025
Total 1848:					61.61		
LIBRARY	1963	BOONE HARDWARE	237151	MISC TOOLS	53.04	225692	10/22/2025
Total 1963:					53.04		
1ST CHECKS	1988	ONDREA ELMQUIST	110125	CAR ALLOWANCE - NOV	300.00	225738	10/31/2025
Total 1988:					300.00		
LIBRARY	2669	DEPT OF INSPECTIONS	305024	BOILER INSPECTION FE	80.00	225697	10/22/2025
LIBRARY			343513	ELEVATOR INSPECTION	175.00	225697	10/22/2025
Total 2669:					255.00		
LIBRARY	2876	GALE/CENGAGE LEARNI	9991013781	LARGE PRINT BOOKS	65.58	225699	10/22/2025
Total 2876:					65.58		
LIBRARY	2899	QUALITY ONE	17984	JANITORIAL SERVICE	2,088.00	225709	10/22/2025
Total 2899:					2,088.00		
LIBRARY	3432	BLANK PARK ZOO	25009	ADVENTURE PASS	250.00	225690	10/22/2025
Total 3432:					250.00		
LIBRARY	3433	CYBRARIAN CORPORATI	12-98139	ANNUAL SUBSCRIPTION	750.00	225695	10/22/2025
Total 3433:					750.00		
1ST CHECKS	3478	JIM ROBBINS PC	110125	LEGAL SERVICES - OCT	870.00	225736	10/31/2025
1ST CHECKS			110125	LEGAL SERVICES - OCT	72.50	225736	10/31/2025
1ST CHECKS			110125	LEGAL SERVICES - OCT	72.50	225736	10/31/2025
1ST CHECKS			110125	LEGAL SERVICES - OCT	145.00	225736	10/31/2025
1ST CHECKS			110125	LEGAL SERVICES - OCT	5,075.00	225736	10/31/2025
1ST CHECKS			110125	LEGAL SERVICES - OCT	725.00	225736	10/31/2025
1ST CHECKS			110125	LEGAL SERVICES - OCT	145.00	225736	10/31/2025
1ST CHECKS			110125	LEGAL SERVICES - OCT	145.00	225736	10/31/2025
Total 3478:					7,250.00		
LIBRARY	4073	AMAZON CAPITAL SERVI	13WD-CHF9-	GLUESTICKS PRG SUPP	16.58	225689	10/22/2025
LIBRARY			14L4-67GC-6	JDVD	33.97	225689	10/22/2025
LIBRARY			1DMC-THWT	LOWREY STORYTIME SU	63.78	225689	10/22/2025
LIBRARY			1DMC-THWT	JDVDS	105.60	225689	10/22/2025
LIBRARY			1GHK-R4TT-	LE ROTARY GRANT SUP	50.97	225689	10/22/2025

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
LIBRARY			1HR7-RN13-	J AUDIO	17.86	225689	10/22/2025
LIBRARY			1KPN-7TWT-	JNF BOOKS	17.84	225689	10/22/2025
LIBRARY			1KR3-TT69-7	ADULT CD MUSIC	27.97	225689	10/22/2025
LIBRARY			1KRL-PVHY-	JUV NF BOOKS	20.20	225689	10/22/2025
LIBRARY			1PKQ-CL3J-	ADULT DVD MOVIES	134.03	225689	10/22/2025
LIBRARY			1R3F-R9TH-	ADULT DVDS	71.58	225689	10/22/2025
LIBRARY			1W7N-TJD4-	BUTTON MAKER	119.99-	225689	10/22/2025
LIBRARY			1X6V-XXH9-	LINERS, PTOWELS, COF	264.67	225689	10/22/2025
LIBRARY			1XLH-TH4X-	ADULT DVDS	.01	225689	10/22/2025
Total 4073:					705.07		
LIBRARY	4151	MID-AMERICA PUBLS & P	102225	OGDEN NEWS-SUBSCRI	57.00	225706	10/22/2025
Total 4151:					57.00		
LIBRARY	4292	INVENGO AMERICAN CO	SVIP031435	ANNUAL MAINT-RETURN	628.00	225702	10/22/2025
Total 4292:					628.00		
LIBRARY	4343	OGDEN TELEPHONE CO	102225	INTERNET-LIBRARY	74.95	225708	10/22/2025
Total 4343:					74.95		
LIBRARY	4380	DES MOINES CHILDREN'	17443	ADVENTURE PASS	200.00	225698	10/22/2025
Total 4380:					200.00		
LIBRARY	4484	MAGAZINE SUBSCRIPTI	0116-85	WRITER'S DIGEST SUBS	18.95	225705	10/22/2025
Total 4484:					18.95		
LIBRARY	4566	ACCESS SYSTEMS	40252605	PRINTING CONTRACT	244.83	225687	10/22/2025
Total 4566:					244.83		
1ST CHECKS	4567	BOONE COUNTY	110125	FY2026 ASSESSMENT - N	5,191.67	225734	10/31/2025
Total 4567:					5,191.67		
LIBRARY	4578	INTERACTIVE SCIENCES	2025-8090-1	WOWBRARY SUBSCRIPT	499.12	225701	10/22/2025
Total 4578:					499.12		
1ST CHECKS	4749	NATHAN OSMUNDSON	110125	CAR ALLOWANCE - NOV	250.00	225737	10/31/2025
Total 4749:					250.00		
1ST CHECKS	4817	PERRY GJERSVIK	110125	CAR ALLOWANCE - NOV	62.50	225739	10/31/2025
1ST CHECKS			110125	CAR ALLOWANCE - NOV	62.50	225739	10/31/2025
1ST CHECKS			110125	CAR ALLOWANCE - NOV	62.50	225739	10/31/2025
1ST CHECKS			110125	CAR ALLOWANCE - NOV	62.50	225739	10/31/2025
Total 4817:					250.00		
LIBRARY	4923	Lucas Holdings LLC	71887	LIB CARDS	1,235.08	225704	10/22/2025

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
Total 4923:					1,235.08		
Grand Totals:					44,073.40		
					44,97 - Library		
					+ 2,179.42 - Utility Refund		
					<u>46,297.79</u>		

Report Criteria:

Detail report type printed

Library: 15,509.68

Utility Refunds: 2,179.42

1st Checks: 13,491.67

Manual Checks: 15,117.02

46,297.79

Report Criteria:

Report type: Summary

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/25	10/22/2025	225687	4566	ACCESS SYSTEMS LEASING	001-050-2020	244.83
10/25	10/22/2025	225688	45	ALLIANT ENERGY	001-050-2020	3,852.62
10/25	10/22/2025	225689	4073	AMAZON CAPITAL SERVICES INC	001-050-2020	750.04
10/25	10/22/2025	225690	3432	BLANK PARK ZOO	169-050-2020	250.00
10/25	10/22/2025	225691	217	BOONE BANK & TRUST	001-050-2020	55.00
10/25	10/22/2025	225692	1963	BOONE HARDWARE	001-050-2020	53.04
10/25	10/22/2025	225693	311	CENTER POINT PUBLISHING	001-050-2020	595.68
10/25	10/22/2025	225694	612	CHASE	001-050-2020	758.07
10/25	10/22/2025	225695	3433	CYBRARIAN CORPORATION	001-050-2020	750.00
10/25	10/22/2025	225696	474	DEMCO	001-050-2020	72.41
10/25	10/22/2025	225697	2669	DEPT OF INSPECTIONS & APPEALS	001-050-2020	255.00
10/25	10/22/2025	225698	4380	DES MOINES CHILDREN'S MUSEUM	169-050-2020	200.00
10/25	10/22/2025	225699	2876	GALE/CENGAGE LEARNING	001-050-2020	65.58
10/25	10/22/2025	225700	867	INGRAM BOOK COMPANY	001-050-2020	2,119.70
10/25	10/22/2025	225701	4578	INTERACTIVE SCIENCES, INC.	169-050-2020	499.12
10/25	10/22/2025	225702	4292	INVENGO AMERICAN CORP	001-050-2020	628.00
10/25	10/22/2025	225703	1049	KRUCK PLUMBING & HEATING	001-050-2020	269.62
10/25	10/22/2025	225704	4923	Lucas Holdings LLC	001-050-2020	1,235.08
10/25	10/22/2025	225705	4484	MAGAZINE SUBSCRIPTION SERVICES	001-050-2020	18.95
10/25	10/22/2025	225706	4151	MID-AMERICA PUBLS & PRINTING	001-050-2020	57.00
10/25	10/22/2025	225707	1249	MIDWEST TAPE	001-050-2020	555.38
10/25	10/22/2025	225708	4343	OGDEN TELEPHONE CO	001-050-2020	74.95
10/25	10/22/2025	225709	2899	QUALITY ONE	001-050-2020	2,088.00
10/25	10/22/2025	225710	1848	WALTERS SANITARY SERVICE INC	001-050-2020	61.61
Grand Totals:						15,509.68

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-050-2020	.00	14,270.83-	14,270.83-
001-410-6230	196.58	.00	196.58
001-410-6240	240.00	.00	240.00
001-410-6321	322.66	.00	322.66
001-410-6371	3,914.23	.00	3,914.23
001-410-6373	34.07	.00	34.07
001-410-6409	2,343.00	.00	2,343.00
001-410-6414	244.83	.00	244.83
001-410-6499	1,452.95	.00	1,452.95
001-410-6502	3,234.09	.00	3,234.09
001-410-6506	1,627.16	.00	1,627.16
001-410-6598	661.26	.00	661.26
169-050-2020	119.99	1,358.84-	1,238.85-
169-410-6599	1,358.84	119.99-	1,238.85
Grand Totals:	15,749.66	15,749.66-	.00

Report Criteria:

Detail report type printed
Vendor, Vendor number = 4073

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
LIBRARY	4073	AMAZON CAPITAL SERVI	1JHR-X9QR-	LOWREY TRAIN STORYTI	44.97	225689	10/22/2025
Total 4073:					44.97		
Grand Totals:					44.97		

* Invoice had incorrect Due date of 10/13.

Library Paid
Bills

Check Details

Check Number	Sequence Number	Date	Description	Journal	Source Application	GL Account Number	Amount
225711	1	10/27/2025	ABRAHAM, LOUIS F	CD	Utility Management	600-810-6490	125.00
225712	1	10/27/2025	BRUNINK, TODD L	CD	Utility Management	600-810-6490	125.00
225713	1	10/27/2025	BUTLER, BRAD A	CD	Utility Management	600-810-6490	125.00
225714	1	10/27/2025	CAMARILLO, ALDO J	CD	Utility Management	600-810-6490	26.20
225715	1	10/27/2025	CAMARILLO, ALDO J	CD	Utility Management	999-000-1105	26.08
225715	2	10/27/2025	CAMARILLO, ALDO J	CD	Utility Management	999-000-1105	30.26
225715	3	10/27/2025	CAMARILLO, ALDO J	CD	Utility Management	999-000-1105	3.51
225715	4	10/27/2025	CAMARILLO, ALDO J	CD	Utility Management	999-000-1105	1.05
225715	5	10/27/2025	CAMARILLO, ALDO J	CD	Utility Management	999-000-1105	.59
225715	6	10/27/2025	CAMARILLO, ALDO J	CD	Utility Management	999-000-1105	1.56
225716	1	10/27/2025	CARLSON, TIMOTHY J	CD	Utility Management	600-810-6490	125.00
225717	1	10/27/2025	FERRY, JOCELYN S	CD	Utility Management	600-810-6490	125.00
225718	1	10/27/2025	HAITT, DEANNA	CD	Utility Management	600-810-6490	125.00
225719	1	10/27/2025	HAMMER, LILY K	CD	Utility Management	600-810-6490	125.00
225720	1	10/27/2025	ICENOGL, JORDAN T	CD	Utility Management	600-810-6490	60.85
225721	1	10/27/2025	KEERAN, KARA B	CD	Utility Management	600-810-6490	125.00
225722	1	10/27/2025	KNOELL, SELENA S	CD	Utility Management	600-810-6490	22.19
225723	1	10/27/2025	LYMAN, SHAWN	CD	Utility Management	600-810-6490	125.00
225724	1	10/27/2025	MAST, CODI J	CD	Utility Management	600-810-6490	125.00
225725	1	10/27/2025	MCFARLAND, ERIK D	CD	Utility Management	600-810-6490	125.00
225726	1	10/27/2025	MCGLYNN TRANSFER & STORAGE	CD	Utility Management	999-000-1105	19.26
225727	1	10/27/2025	PROKOP, PAIGE M	CD	Utility Management	600-810-6490	73.22
225728	1	10/27/2025	STRAVERS, OLIVIA	CD	Utility Management	600-810-6490	125.00
225729	1	10/27/2025	WALKER, ROSEANN	CD	Utility Management	600-810-6490	125.00
225730	1	10/27/2025	WELCH, TAYLOR J	CD	Utility Management	600-810-6490	125.00
225731	1	10/27/2025	WOOD, JOSHUA D	CD	Utility Management	600-810-6490	125.00
225732	1	10/27/2025	WYNN, SEATH S	CD	Utility Management	600-810-6490	39.65
99003	1	10/27/2025	TOTAL CHECKS & OTHER CHARGES - COMBINED	CD	Utility Management	999-000-1110	2,179.42-
***** Credits:							2,179.42-
***** Debits:							2,179.42
***** Proof:							.00

Utility Refunds

Report Criteria:

Report type: Summary

Check Type = {<->} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/25	10/31/2025	225734	4567	BOONE COUNTY LANDFILL	004-050-2020	5,191.67
10/25	10/31/2025	225735	25	DAVID ADES	001-050-2020	250.00
10/25	10/31/2025	225736	3478	JIM ROBBINS PC	610-050-2020	7,250.00
10/25	10/31/2025	225737	4749	NATHAN OSMUNDSON	002-050-2020	250.00
10/25	10/31/2025	225738	1988	ONDREA ELMQUIST	001-050-2020	300.00
10/25	10/31/2025	225739	4817	PERRY GJERSVIK	110-050-2020	250.00

Grand Totals:

13,491.67

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-050-2020	.00	6,847.50-	6,847.50-
001-110-6411	870.00	.00	870.00
001-150-6411	72.50	.00	72.50
001-170-6332	250.00	.00	250.00
001-280-6411	145.00	.00	145.00
001-430-6411	72.50	.00	72.50
001-620-6240	362.50	.00	362.50
001-620-6411	5,075.00	.00	5,075.00
002-050-2020	.00	250.00-	250.00-
002-440-6240	250.00	.00	250.00
004-050-2020	.00	5,191.67-	5,191.67-
004-290-6499	5,191.67	.00	5,191.67
110-050-2020	.00	787.50-	787.50-
110-211-6240	62.50	.00	62.50
110-211-6411	725.00	.00	725.00
600-050-2020	.00	207.50-	207.50-
600-810-6240	62.50	.00	62.50
600-810-6411	145.00	.00	145.00
610-050-2020	.00	207.50-	207.50-
610-815-6240	62.50	.00	62.50
610-815-6411	145.00	.00	145.00
Grand Totals:	13,491.67	13,491.67-	.00

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
TREASURER/STATE OF IOWA (1659)						
	101325	SALES TAX- SEPTEMBER 2025	10/29/2025	3,239.55	610-815-6418	SALES TAX/SEWER
	1013251	WATER EXCISE TAX- SEPTEMBER 202	10/29/2025	11,877.47	600-810-6418	SALES TAX/WATER
Total TREASURER/STATE OF IOWA (1659):				15,117.02		
Grand Totals:				15,117.02		

Report GL Period Summary

Vendor number hash:	0
Vendor number hash - split:	0
Total number of invoices:	0
Total number of transactions:	0

Manual Checks

CITY COUNCIL
CITY OF BOONE, IOWA

RESOLUTION NO. 3446
RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DESMOINES,
IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND
TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE
REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING
THE EXCUTION OF THE AGREEMENT

WHEREAS, \$1,275,000 General Obligation Capital Loan Notes, Series 2025, dated November 18, 2025, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
BOONE, STATE OF IOWA:

Section 1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$1,275,000 General Obligation Capital Loan Notes, Series 2025, dated November 18, 2025.

Section 2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 3rd day of November, 2025.

AYES (A), NAYES (N), ABSENT (X), ABSTAIN (/):

Cory Henson
Kyle Angstrom
Terry Moorman

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

David Byrd
Linda Williamson

<input type="checkbox"/>
<input type="checkbox"/>

Lisa Kahookele
Kole Hilsabeck

<input type="checkbox"/>
<input type="checkbox"/>

Mayor
City of Boone

Clerk
City of Boone

Veto

☐

Mayor - City of Boone

Date: _____

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3447

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,275,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2025, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the City is in need of funds to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the Hancock Drive Extension R.I.S.E. Project; and the acquisition of any real estate needed for any of the foregoing purposes, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$1,500,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOONE, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "AG" Assured Guaranty Inc., or any successor thereto.
- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Boone, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$1,275,000 General Obligation Capital Loan Notes, Series 2025, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Policy" shall mean the Municipal Bond Insurance Policy issued by AG that guarantees the scheduled payment of principal of and interest on the Notes when due.
- "Project" shall mean the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the Hancock Drive Extension R.I.S.E. Project; and the acquisition of any real estate needed for any of the foregoing purposes.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the Finance Officer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

- a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is

hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Boone, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$27,341.67	2025/2026*
\$171,000.00	2026/2027
\$171,200.00	2027/2028
\$171,200.00	2028/2029
\$171,000.00	2029/2030
\$170,600.00	2030/2031
\$170,000.00	2031/2032
\$174,200.00	2032/2033
\$173,000.00	2033/2034
\$171,600.00	2034/2035

*Payable from cash on hand

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2025 will be collected during the fiscal year commencing July 1, 2026.)

- b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Boone County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.
- c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2025 GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2025, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2025, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such

interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

- a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$1,275,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2025", be dated November 18, 2025, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2026, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$120,000	4.000%	2027
\$125,000	4.000%	2028
\$130,000	4.000%	2029
\$135,000	4.000%	2030
\$140,000	4.000%	2031
\$145,000	4.000%	2032
\$155,000	4.000%	2033
\$160,000	4.000%	2034
\$165,000	4.000%	2035

- b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2032, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such

maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

- a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.
- b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.
- c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

- d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.
- e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.
- f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.
- g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.
- h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

- a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.
- b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an

assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

- c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.
- d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.
- e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.
- f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.
- g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or

lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF BOONE"
"CITY OF BOONE"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2025"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: November 18, 2025
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

The City of Boone, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2026, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the Hancock Drive Extension R.I.S.E. Project; and the acquisition of any real estate needed for any of the foregoing purposes, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2032, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: _____
This is one of the Notes described in the within mentioned
Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____
Authorized Signature
Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF BOONE, STATE OF IOWA

By: _____ (manual or facsimile signature) _____
Mayor

ATTEST:

By: _____ (manual or facsimile signature) _____
City Clerk

(Information Required for Registration)

STATEMENT OF INSURANCE

Assured Guaranty Inc. ("AG"), has delivered its municipal bond insurance policy (the "policy") with respect to the scheduled payments due of principal of and interest on this Note to UMB Bank,

N.A., West Des Moines, Iowa, or its successor, as paying agent for the Notes (the "Paying Agent"). Said policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AG or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Note acknowledges and consents to the subrogation rights of AG as more fully set forth in the Policy

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 3rd day of November, 2025.

AYES (A), NAYES (N), ABSENT (X), ABSTAIN (/):

Cory Henson	<input type="checkbox"/>	David Byrd	<input type="checkbox"/>	Lisa Kahookele	<input type="checkbox"/>
Kyle Angstrom	<input type="checkbox"/>	Linda Williamson	<input type="checkbox"/>	Kole Hilsabeck	<input type="checkbox"/>
Terry Moorman	<input type="checkbox"/>				

_____	_____
Mayor	Clerk
City of Boone	City of Boone

Veto	<input type="checkbox"/>	_____	Date:	_____
		Mayor - City of Boone		

AUTHENTICATION ORDER

The undersigned Finance Officer of the City of Boone, State of Iowa (the "Issuer"), pursuant to a resolution of the City Council of the City of Boone, authorizing the execution of a loan agreement and the issuance and delivery of the Notes, acting for and on behalf of the Issuer, hereby deliver to UMB Bank, N.A. (the "Registrar") \$1,275,000 aggregate principal amount of Issuer's General Obligation Capital Loan Notes, Series 2025, dated November 18, 2025 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Notes").

Each Note has been executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk. The signatures are hereby ratified, affirmed and adopted.

The seal of the Issuer is printed or impressed thereon.

The Registrar is hereby requested to authenticate the Notes and to complete the records with respect to registration as provided in the Note Resolution and the instructions of the Original Purchaser as to designation of owners of the Notes.

Upon such authentication, the Registrar is authorized to deliver the Notes on behalf of Issuer to the Original Purchaser, Robert W. Baird & Co., Inc., or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchaser shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Notes by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

Dated: this _____ day of _____, 2025

City Administrator

(SEAL)

EXHIBIT A

Closing Amounts

Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Boone, State of Iowa (the "Issuer"), in connection with the issuance of \$1,275,000 General Obligation Capital Loan Notes, Series 2025 (the "Notes") dated November 18, 2025. The Notes are being issued pursuant to a Resolution of the Issuer approved on November 3, 2025 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated October 20, 2025.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than Two Hundred Seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2024/2025 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the captions:

- i. Debt Information: Debt Limitation, Summary of Outstanding General Obligation Bonded Debt, General Obligation Debt, Statement of Bonded Indebtedness
- ii. Property Assessment and Tax Information: Actual (100%) Valuations for the City, Taxable (Rollback) Valuations for the City, Tax Extensions and Collections, Principal Taxpayers, Property Tax Rates
- iii. Financial Information: Cash Basis Statement of Activities and Net Position, Statement of Cash Receipts, Disbursements, and Changes in Cash Balances

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;

iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;

v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the

amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the

right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: _____ day of _____, 2025.

CITY OF BOONE, STATE OF IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL
INFORMATION

Name of Issuer: City of Boone, Iowa.

Name of Note Issue: \$1,275,000 General Obligation Capital Loan Notes, Series 2025

Dated Date of Issue: November 18, 2025

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20____.

CITY OF BOONE, STATE OF IOWA

By: _____
Its: _____

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Boone, State of Iowa; that in pursuance of the provisions of Sections 384.24A and 384.25, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Capital Loan Notes, Series 2025, of the City of Boone, State of Iowa, in the amount of \$1,275,000, dated November 18, 2025, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$120,000	4.000%	2027
\$125,000	4.000%	2028
\$130,000	4.000%	2029
\$135,000	4.000%	2030
\$140,000	4.000%	2031
\$145,000	4.000%	2032
\$155,000	4.000%	2033
\$160,000	4.000%	2034
\$165,000	4.000%	2035

Each of the Notes has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Notes have been delivered to DTC on behalf of:

Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin

and have been paid for in accordance with the terms of the contract of sale and at a price of \$1,321,936.10, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and

delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

To the best of our knowledge, information and belief, we further certify that the Official Statement dated October 20, 2025, as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2024), according to the last completed State and County tax lists (100% - Before Rollback)	\$1,070,451,596
---	-----------------

Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$2,830,000
---	-------------

All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	\$297,971
--	-----------

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Boone, State of Iowa, this _____ day of _____, 2025.

Mayor

City Clerk

City Administrator

(CITY SEAL)

LOAN AGREEMENT

This Loan Agreement is entered into as of the 18th day of November, 2025, by and between the City of Boone, State of Iowa (the "City") acting through its City Council (the "Council") and Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$1,321,936.10, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2025, in the aggregate principal amount of \$1,275,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the Hancock Drive Extension R.I.S.E. Project; and the acquisition of any real estate needed for any of the foregoing purposes (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on June 1, 2026.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated November 18, 2025, shall bear interest payable June 1, 2026, and semiannually thereafter on the first day of June and December in each year at the respective rates and shall mature in principal amounts in each of the respective years, as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$120,000	4.000%	2027
\$125,000	4.000%	2028
\$130,000	4.000%	2029
\$135,000	4.000%	2030
\$140,000	4.000%	2031
\$145,000	4.000%	2032
\$155,000	4.000%	2033
\$160,000	4.000%	2034
\$165,000	4.000%	2035

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the

payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. The Lender is acquiring the Notes with the intent of making offers and sales of the Notes to the public. The Lender agrees to comply with all federal and state securities laws and the rules and regulations of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, including but not limited to Rules 15c2-12 and 10b-5, in making offers and sales of the Notes to the public. The Lender agrees to prepare an Official Statement to be used by the Lender in making offers and sales of the Notes in compliance with Rule 15c2-12, and the City agrees to timely provide all information reasonably requested by the Lender for that purpose. All such information provided by the City will be true and correct in all material respects. When the Official Statement is in a form acceptable to the City, the City agrees to "deem final" the Official Statement for purposes of Rule 15c2-12 and to provide the Lender with a certification with respect thereto.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF BOONE, STATE OF IOWA (City)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

ROBERT W. BAIRD & CO., INC. (Lender)

By: _____
(Signature)

(Name)

(Title)

4909-5224-6131-1\10236-154

PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on November 18, 2025 by and between the City of Boone hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$1,275,000 General Obligation Capital Loan Notes, Series 2025, dated November 18, 2025 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - (a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - (b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - (c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then

the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for

the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, N.A. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Boone City Clerk 923 8 th Street Boone, Iowa, 50036
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29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies,

facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this 18th day of November, 2025.

CITY OF BOONE,
STATE OF IOWA, ISSUER

By: _____
Mayor

ATTEST:

By: _____
City Clerk

UMB BANK N.A., as PAYING
AGENT/REGISTRAR

By: _____

ATTEST:

By: _____

(Title)

(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

4924-9411-1859-1\10236-154

TAX EXEMPTION CERTIFICATE

of

CITY OF BOONE, COUNTY OF BOONE, STATE OF IOWA, ISSUER

\$1,275,000 General Obligation Capital Loan Notes, Series 2025

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE
CITY OF BOONE, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on November 18, 2025, by the City of Boone, County of Boone, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$1,275,000 General Obligation Capital Loan Notes, Series 2025 (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$1,275,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2025, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price determined pursuant to the Special Rule for Use of Initial Offering Price to the Public in accordance with Regulation 1.148-1(f)(2)(ii). The Issuer hereby elects to utilize the Special Rule for Use of Initial Price to the Public and treats the initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$1,345,137.35, as set forth in Exhibit A.

- "Issuer" means the City of Boone, a municipal corporation in the County of Boone, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$67,256.87.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the Hancock Drive Extension R.I.S.E. Project; and the acquisition of any real estate needed for any of the foregoing purposes.

- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.

- "Purchasers" means Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103,

148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on November 3, 2025 authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds. In fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$70,137.35), less underwriter's discount of \$23,201.25 (which includes \$7,900.00 will be used for credit enhancement to pay the premium on an AG insurance policy), received at Closing are expected to be deposited and expended as follows:

(a) \$37,190.00 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) \$1,284,746.10 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the Hancock Drive Extension R.I.S.E. Project; and the acquisition of any real estate needed for any of the foregoing purposes.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees in the form of an Assured Guaranty insurance premium have been used in computing yield.

(c) The Bond Yield has been computed as not less than 2.942611 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- \$5,000,000 Small Issuer Exception

The reasonably anticipated amount of tax-exempt bonds (other than private activity bonds) which will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year will not exceed \$5,000,000.

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 5%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on

such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 5%. Compliance with the final spending period shall be calculated using actual earnings.

If the Issuer fails to meet one of the foregoing expenditure schedules, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b).

As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$1,275,000 General Obligation Capital Loan Notes, Series 2025 (Covered by this certificate)

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

NONE

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

NONE

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

City Administrator, City of Boone, State of
Iowa

(SEAL)

EXHIBIT A

BOONE, IOWA - \$1,275,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2025

ISSUE PRICE CERTIFICATE

The undersigned, Robert W. Baird & Co., Inc., Milwaukee, Wisconsin, (the "Representative"), on behalf of itself and the underwriting group syndicate consisting of the following: Alliance Global Partners Bernardi Securities, Inc. C.L. King & Associates, Carty, Harding & Hearn, Inc., Celadon Financial Group, LLC Colliers Securities LLC, Crews & Associates, Inc., CADZ Securities, Inc., Dinosaur Financial Group, Fidelity Capital Markets Edward Jones, Central States Capital Markets, First Bankers' Banc Securities, Inc. Blaylock Van, LLC First Southern LLC, Isaak Bond Investments, Inc., Midland Securities Mountainside Securities LLC, Multi Bank Securities Inc., United Bankers Bank, Falcon Square Capital, StoneX Financial Inc., Caldwell Sutter Capital, Inc., Zions Bank (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Initial Offering Price of the Bonds.

a) The Underwriting Group offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

b) As set forth in the Terms of Offering and bid award, members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Bonds, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. *Defined Terms.*

a) *Holding Period* means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (fifth business day being October 27, 2025), or (ii) the date on which the Underwriters have sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

b) *Issuer* means the City of Boone, Iowa.

c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 20, 2025.

f) *Underwriter* means (i) the Representative or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

g) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C., as bond counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Robert W. Baird & Co., Inc., Milwaukee,
Wisconsin

By: _____

Name: _____

Dated: November 18, 2025

SCHEDULE A
INITIAL OFFERING PRICES OF THE BONDS
(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Boone, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$1,275,000 General Obligation Capital Loan Notes, Series 2025, of the City dated November 18, 2025, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and seven (7) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2025, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2025, at Boone, Iowa.

City Clerk, City of Boone, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor:

Elijah Stines

(Original Signature)

City Clerk:

Kim Majors

(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF BOONE

)

Subscribed and sworn to before me by Elijah Stines and Kim Majors on this _____ day
of _____, 2025.

Notary Public in and for Boone County, Iowa

(SEAL)

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name City of Boone, State of Iowa		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 923 8th Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Boone, Iowa 50036		7 Date of issue 11/18/2025
8 Name of issue General Obligation Capital Loan Notes, Series 2025		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Ondrea Elmquist, City Administrator		10b Telephone number of officer or other employee shown on 10a 515-432-4211

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	1,345,137.35
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	June 1, 2035	\$ 1,345,137.35	\$ 1,275,000	5.832 years	2.942611 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	-0-
23 Issue price of entire issue (enter amount from line 21, column (b))	23	1,345,137.35
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	52,491.25
25 Proceeds used for credit enhancement	25	7,900.00
26 Proceeds allocated to reasonably required reserve or replacement fund	26	-0-
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	-0-
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	-0-
29 Total (add lines 24 through 28)	29	60,391.25
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,284,746.10

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	0.0000	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	0.0000	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)		
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	-0-
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	-0-
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	-0-
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	►	<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	►	<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box	►	<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	►	<input checked="" type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	►	<input checked="" type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► _____ Signature of issuer's authorized representative	Date	► Ondrea Elmquist, City Administrator Type or print name and title
--	------	---

Paid Preparer Use Only

Print/Type preparer's name Kristin Billingsley Cooper	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN P02001942
Firm's name ► Ahlers & Cooney, P.C.			Firm's EIN ► 42-1323559	
Firm's address ► 100 Court Avenue, Suite 600, Des Moines, Iowa 50309			Phone no. 515-243-7611	

Raphael M. Montag, III AT0014140
Return Document To: Raphael M. Montag, III, 1620 Superior Street, Unit 1, Webster City, Iowa 50595
Preparer Information: Raphael M. Montag III, 1620 Superior Street, Unit 1, Webster City, Iowa 50595
| 515.832.2885

ORDINANCE NO. 2324

**BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BOONE, IOWA:**

Section 1. Purpose: To allow the City of Boone, Iowa to change the Stop Intersections in the Code of Ordinances.

Section 2. Chapter 65 is amended as follows:

Add Section 65.02(60): "The intersection of South Jackson Street and Hancock Drive is a three-way stop intersection."

Section 3. Repealer Clause. All ordinances in conflict herewith are repealed.
They are: None

Section 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity or the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. When Effective. This ordinance shall be in effect after its passage, approval, and publication as provided by law.

Passed and adopted by the City Council of the City of Boone, Iowa, this 3rd day of November, 2025.

Elijah Stines - Mayor

Attest:

I, Kim Majors, City Clerk of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Kim Majors – City Clerk